TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1906.

No. 238.

CITIZENS' SAVINGS AND TRUST COMPANY, APPELLANT,

vs.

ILLINOIS CENTRAL RAILROAD COMPANY, BELLEVILLE AND SOUTHERN ILLINOIS RAILROAD COMPANY, AND ST. LOUIS, ALTON AND TERRE HAUTE RAILROAD COMPANY.

APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE EASTERN DISTRICT OF ILLINOIS.

FILED MARCH 26, 1906.

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1 In the Circuit Court of the United States for the Eastern District of Illinois.

CITIZENS' SAVINGS AND TRUST COMPANY, Complainant,
vs.
ILLINOIS CENTRAL RAILROAD COMPANY, THE BELLEVILLE AND SOUTHERN ILLINOIS RAILROAD COMPANY, and THE ST. LOUIS, ALTON AND TERRE HAUTE RAILROAD COMPANY and THE UNITED STATES TRUST COMPANY OF NEW YORK, Defendants.

Stewart, Eliot & Williams, solicitors for complainant.
John W. Dickinson, Blewett Lee and John G. Drennan, counsel for the defendants.

Pleas in the Circuit Court of the United States for the Eastern District of Illinois, in chancer- sitting, at the United States Court Room, in the City of Danville, in said district, before the Honorable Francis M. Wright, District Judge for the United States for the Eastern District of Illinois, on the 24th day of August, in the year of our Lord one thousand nine hundred and five, and of our independence the one hundred and thirtieth year.

Be it remembered that on this day, to-wit: the twenty fourth day of August, 1905, came the Citizens' Savings and Trust Company, the Complainant in the above entitled cause, by its solicitors, Stewart, Eliot & Williams, and by leave of Court first had and obtained filed in the clerk's office of said court its certain bill of complaint which is in the words and figures following, to-wit:

2 In the Circuit Court of the United States for the Eastern District of Illinois. In Equity.

THE CITIZENS' SAVINGS & TRUST COMPANY, Complainant,
vs.
ILLINOIS CENTRAL RAILROAD COMPANY, THE BELLEVILLE & SOUTHERN ILLINOIS RAILROAD COMPANY, THE ST. LOUIS, ALTON & TERRE HAUTE RAILROAD COMPANY, and THE UNITED STATES TRUST COMPANY OF NEW YORK, Defendants.

To the Honorable the Judges of the Circuit Court of the United States for the Eastern District of Illinois:

Your orator, the Citizens' Savings and Trust Company, a corporation organized and existing under and by virtue of the laws of the State of Ohio and a citizen of said State, brings this its bill of complaint against the Illinois Central Railroad Company, The Belleville & Southern Illinois Railroad Company, hereinafter called the "Belleville Company," the St. Louis, Alton & Terre Haute Railroad Company, hereinafter called the "Terre Haute Company," corpora-

tions organized and existing under and by virtue of the laws of the State of Illinois and citizens of said State of Illinois, and the United States Trust Company, of New York, a corporation organized and existing under and by virtue of the laws of the State of New York and a citizen of said State of New York.

And thereupon your orator complains and says:

I.

That on or about the 5th day of December, 1870, the defendant the Belleville Company, which was then and still is a railroad corporation organized and existing under the laws of the State of Illinois, and having power and authority to sell and issue its
3 capital stock, and to take and receive subscriptions thereto, on such terms as it might deem for its interest, from any county, city, town, or village in said State, did sell, issue and deliver to Perry County, in the State of Illinois, one thousand shares of its capital stock, each share of the par value of one hundred dollars ($100.) and aggregating one hundred thousand dollars ($100,000) par value, at and for the price of and in exchange for one hundred bonds of said Perry County, aggregating one hundred thousand dollars ($100,000), each of said bonds bearing date January 1, 1871, and being each for the sum of one thousand dollars ($1,000), payable to said Belleville Company, or bearer, twenty years after said date, with interest at the rate of seven per cent. per annum represented by coupons thereto attached; which said one hundred bonds were on or about said 5th day of December, 1870, accepted and received by said Belleville Company from said Perry County, in full payment for said one thousand shares of stock. Thereafter, and during the year 1871, the said Belleville Company sold, assigned, transferred and delivered all said bonds for their full value to sundry persons, firms and corporations, from whom said Belleville Company then accepted and received in money the full value of all said bonds, and to which said persons, firms and corporations said Belleville Company then assigned transferred and set over all its right title, interest and claims whatsoever in said bonds or in connection therewith or in reference thereto. That your orator in said year 1871 purchased for full value forty of said bonds, each for the sum of one thousand dollars ($1000) and aggregating the par value of forty thousand dollars ($40,000), in good faith and without knowledge or notice of any infirmity therein.

II.

Your orator further states that the issue and delivery to the said Belleville Company of said bonds of said Perry County in exchange for said stock, had, before said 5th day of December, 1870, been authorized by vote of the electors of said Perry County, but upon condition that the Belleville Company should locate its ma-
4 chine shops at Du Quoin, in said County, and that the said Belleville Company procured said bonds to be so issued and delivered to it by said County upon the pretense that it had so located, or would so locate its machine shops; whereas in truth and in

fact, it had not then so located them, nor did it ever so locate them. The condition aforesaid and non-performance thereof were known to said Belleville Company, but were fraudulently concealed by it, and your orator had no knowledge or notice thereof when it purchases said forty bonds as aforesaid, nor for many years thereafter, to-wit: until the year 1890.

III.

From the said 5th day of September, 1870, down to the year 1887, said Perry County treated its said bonds as lawful and valid obligations and paid interest thereon. In the year 1890 in a certain suit brought in the United States Circuit Court for the Southern District of Illinois by your orator against said Perry County, in which your orator sought to recover judgment against said County upon unpaid and then past due coupons for interest upon said forty bonds, acquired and held by your orator as aforesaid, it was adjudged by said Court that said bonds were invalid and not binding upon said Perry County because of the failure of the said Belleville Company to locate its machine shops at Du Quoin, as by vote of the electors of said County, authorizing said issue of said bonds, it had been required to do.

Subsequently the said Belleville Company procured one Stebbins to become the holder of ten shares of its capital stock for the purpose of bringing a suit against said Perry County, with the object of having cancelled the certificates for the said one thousand shares of stock of the said Belleville Company, acquired and held by said Perry County as aforesaid.

Thereupon said Stebbins, colluding with the said Belleville Company as aforesaid, brought suit in the Circuit Court of Perry County, Illinois, against said Perry County, and against said Belleville Company, in which suit a decree was entered ordering that the said certificates for said one thousand shares held by Perry County as aforesaid be cancelled and delivered up to said Belleville Company.

In obedience to said decree of said Circuit Court of Perry County, on or about the 25th day of October, 1897, said County delivered up said certificates for said one thousand shares of capital stock in said Belleville Company, and said certificates were on said day cancelled by the Clerk of said Circuit Court of Perry County, and being so cancelled were returned to the said Belleville Company.

IV.

Subsequently, upon the 15th day of April, 1898, your orator brought suit in the United States Circuit Court for the Southern District of Illinois against the said Belleville Company, on its own behalf and on behalf of all other holders of any of said one hundred void bonds of said Perry County who might choose to intervene. In said suit your orator prayed that said Belleville Company might be declared a trustee for your orator, and to hold forty thousand dollars ($40,000) par value of its capital stock to the use and for

the benefit of your orator, and be ordered to issue to your orator proper and sufficient certificates for four hundred shares of said stock. In said suit there intervened as co-complainants with your orator, S. D. Woodruff, E. L. Vandeboe, William H. Hart, H. R. Hosford, and D. B. Wesson, holding together thirty-nine of said void bonds of said Perry County. The holders of the remaining twenty-one of said one hundred bonds issued by said Perry County to said Belleville Company were and still are to your orator unknown. That in said suit the defendant, the Illinois Central Railroad Company, was a virtual party defendant, paying the costs and the attorneys' fees and directing the defense. Proceedings were had in said suit and upon the 24th day of May, 1901, a decree was rendered in said Court dismissing the bill of complaint in said suit. Thereupon the said complainants in said suit, among whom was your orator, appealed from the said decree of said Court to the Circuit Court of Appeals of the United States, Seventh Circuit. Subsequently, on or about the 6th day of May, 1902, the said
6 Circuit Court of Appeals, Seventh Circuit, reversed the said decree of said Court, and remanded said cause with instructions to enter a decree requiring said Belleville Company to issue certificates of stock as prayed for. On or about the 16th day of May, 1903, a decree was accordingly entered in said Court, declaring the said Belleville Company to be trustee for the said complainants in said suit and to hold for their use and benefit seven hundred and ninety shares of its capital stock, and ordering said Belleville Company to issue proper and sufficient certificates for said stock to said complainants.

V.

Pursuant to the terms of said decree rendered in this Court, and in obedience thereto, the said Belleville Company did on the — day of ——, 1904, deliver or cause to be delivered to your orator, a certificate, numbered 227, for four hundred shares (400) of the capital stock of the said Belleville Company, in proper and sufficient form, which said certificate is and has always been in the possession and ownership of your orator.

VI.

Your orator brings this its bill of complaint as stockholders as aforesaid in said Belleville Company, and as beneficiary under the said trust as adjudged by the aforesaid decree of the United States Circuit Court for the Southern District of Illinois, entered on or about the 16th day of May, 1903, and your orator brings this its bill of complaint, not only on its own behalf, but also on behalf of all other stockholders, or beneficiaries as aforesaid, who may choose to come in and bear their proposition of the cost and expenses of these proceedings, and to have the benefit thereof.

And your orator further complains and says;

VII.

That the Belleville Company was duly organized under and in pursuance of an Act of the General Assembly of the State of Illinois entitled "An Act to incorporate The Belleville and Southern Illinois Railroad Company," approved February 14, 1857, and under and in pursuance of another act of said General Assembly
7 entitled "An Act in aid of The Belleville and Southern Illinois Railroad Company," approved March 4, 1869, both of which Acts are public laws of the said State.

Pursuant to the power and authority vested in it by the aforesaid Acts of the General Assembly of the State of Illinois, the said Belleville Company constructed and put in operation a line of railway from Belleville in St. Clair County in said State of Illinois, to Du Quoin in the County of Perry in said State, a distance of fifty-six and four-tenths miles.

On the first day of October, 1866, there was issued by said Belleville Company, in pursuance of the power and authority vested in it by the aforesaid Acts, one million one hundred thousand dollars ($1,100,000) par value of first mortgage sinking fund bonds, due and payable thirty years after date, towit: upon the 1st day of October 1896, and bearing interest at eight per cent. per annum; which said bonds were secured by a mortgage upon the property of the said Belleville Company.

On the said first day of October, 1866, there was executed a lease by and between the said Belleville Company, party of the first part, and the Terre Haute Company, party of the second part, by which the said party of the first part leased to said party of the second part all its railway properties for the period of 999 years. The said party of the second part agreed to pay said party of the first part, as yearly rent for said railway properties so leased to said party of the second part by said party of the first part, forty per cent. of the gross earnings of said railway properties on the first $7,000 per mile so earned (except on coal business and business derived from the Belleville and Eldorado Railroad Company, the Texas and St. Louis Railroad Company, and the St. Louis and Southern Railroad Company, for which said business the party of the second part contracted to pay thirty per cent. of the gross earnings of said Railway properties on the first $7,000 per mile so earned); thirty per cent. of the gross earnings on said railway properties above $7,000 and up to $14,000 per mile so earned; and twenty per cent. on all gross earnings above $14,000 per mile so earned. That
8 said lease was duly recorded in the office of the Recorder of Deeds of each and every county through which passed the aforesaid line of railroad belonging to said Belleville Company.

VIII.

The said Belleville Company was operated under the aforesaid lease to the Terre Haute Company down to the — day of ——, 1895. During said period, towit: from the said 1st day of October, 1866

down to the — day of ——, 1895, the gross earnings of the said Belleville Company, and the rental under the aforesaid lease paid yearly by said Terre Haute Company to said Belleville Company, increased steadily. That there was paid, to best knowledge and belief of your orator, by said Terre Haute Company to said Belleville Company as rental as aforesaid, under said lease, for the year 1888 not less than the sum of $178,800; for the year 1890 not less than $187,000; for the year 1891 not less than $202,000; for the year 1892 not less than $217,729; for the year 1893 not less than $228,580; and for the year 1894 not less than $216,545.

Prior to the — day of ——, 1895, the said Belleville Company, pursuant to the authority and power vested in it by law, issued $1,275,000 par value of preferred capital stock, which was so preferred over all other stock of said Company that it was to receive dividends at the rate of eight per cent. per annum before any dividends were to be declared or paid on any other stock of said Company.

The said Belleville Company, pursuant to authority and power vested in it by law, on or before the — day of ——, 1885, issued other and further common stock, not so preferred as aforesaid, of which said common stock so issued the said certificate aforesaid for four hundred shares, owned by your orator is a part.

9 Under the aforesaid lease, and out of the rental paid thereunder by said Terre Haute Company to said Belleville Company, said Belleville Company paid to the best knowledge and belief of your orator, as dividends upon the aforesaid preferred capital stock, from the year 1885 down to and including the fiscal year of 1894, the following sums as dividends towit: For the year 1885, five per cent.; for the year 1886, five per cent.; for the year 1887, six and three-fourths per cent.; for the year 1888, six and three-fourths per cent.; for the year 1889, six and three-fourths per cent.; for the year 1890, eight and two-fifths per cent.; for the year 1891, eight and fifty-three one-hundredths per cent.; for the year 1892, eight per cent.; for the year 1893, eight per cent.; for the year 1894, eight per cent.

IX.

Your orator further states that the aforesaid lease, executed the 1st day of October, 1866, by and between the said Terre Haute Company and said Belleville Company, was a fair and proper lease, and beneficial to said Belleville Company. That under a fair, proper and competent management of said railway properties, so leased as aforesaid by said Belleville Company to said Terre Haute Company, which said fair, proper and competent management under the aforesaid lease would, to the best of your orator's information and belief, have continued had it not been for the unlawful, fraudulent and improper purpose, design and acts, hereinafter set out, of the defendant, the Illinois Central Railroad Company, its officers and agents the gross earnings and rental of said Belleville Company would and should have continued to increase after the said — day of ——, 1895, and out of said gross earnings and rental which would

and should have been so earned after the — day of ——, 1895, the said Belleville Company could and would have paid dividends upon its common stock, not so preferred as aforesaid, among which common stock are the four hundred shares held by your orator as aforesaid. That the gross earnings of the railroad properties of said Belleville Company, to the best information and belief of your orator, did increase after the — day of —— 1895, and are now large enough to pay a dividend upon the common stock under the aforesaid lease of October the 1st, 1866, but that on account of the wrongful, unlawful and fraudulent purpose, design and acts hereinafter set out of said Illinois Central Railroad Company, its officers and agents, the rental realized by said Belleville Company did not continue to increase not has said yearly rental been sufficient to pay any dividends upon said common stock after said — day of —— 1895, and your orator states upon its best information and belief that said rental will not be sufficient to pay any dividends upon said common stock during the continuance of the wrongful, unlawful and fraudulent arrangements hereinafter set out.

X.

On the — day of ——, 1895, the said Illinois Central Railroad Company owned or operated a certain line of railroad with its western terminus in the town of Duquoin in the State of Illinois, but said Illinois Central Railroad Company on said date had no line of railway of its own leading into the city of East St. Louis. On said date the line of railway owned by the said Belleville Company and leased as aforesaid to the said Terre Haute Company, extended from said town of Duquoin, Illinois, to the town of Belleville, Illinois, and the said Terre Haute Company owned and operated a certain line of railway from the said town of Belleville, Illinois, to the city of East St. Louis. On or before the said — day of ——, 1895, the said Illinois Central Railroad Company, through its duly appointed officers and agents, being desirous of procuring a line of railway of its own into the city of East St. Louis, formed a fraudulent, wrongful and unlawful plan and scheme to secure control of the said Belleville Company and of said Terre Haute Company, by acquiring the control of a sufficient number of the shares of the capital stock of each of said companies to control the policies and destinies of said last named companies, which policies and destinies were to be conducted purely and solely in the interest and for the benefit of said Illinois Central Railroad Company, and in no wise in the interest or for the benefit of said Belleville or Terre Haute Companies, respectively. In pursuance of said fraudulent, unlawful and wrongful plan and scheme, on or about said — day ——, 1895, the said Illinois Central Railroad Company, acting through its duly appointed officers and agents, purchased or entered into certain agreements to purchase more than two-thirds but not all of the capital stock of the said Belleville Company. Your orator does not know and cannot allege that the certificates for said stock were transferred at once to said Illinois Central Railroad Company, but your orator

does allege that on or before the 1st day of April, 1896, in pursuance of said unlawful plan and scheme, and in pursuance of said agreements with the holders of more than two-thirds of the capital stock of said Belleville Company, the said Illinois Central Railroad Company was in the virtual control of the said Belleville Company. Your orator further alleges that in pursuance of said purchases or the agreements to purchase the aforesaid two-thirds of the capital stock of said Belleville Company, it was understood and agreed that the said Belleville Company should execute a certain lease, hereinafter mentioned, and executed on or about the 4th day of April, 1896, whereby the railroad properties of the said Belleville Company, leased as aforesaid to the said Terre Haute Company, should be subleased or transferred to the said Illinois Central Railroad Company upon new and different considerations. Your orator is not able to state with any accuracy the exact terms of these purchases or agreements to purchase, for the reason that the exact terms are matters within the sole knowledge of the defendants herein and persons to your orator unknown.

But your orator does allege and assert that prior to the execution of the purported lease, on or about the 4th day of April, 1896, and prior to any action of the stockholders, directors or officers of the Belleville Company in contemplation of said purported lease, by reason and in pursuance of the aforesaid wrongful, fraudulent and unlawful plan, scheme and acts of the said Illinois Central
12 Railroad Company, and by virtue of the aforesaid purchase or agreements to purchase, the Board of Directors of said Belleville Company, its officers and the owners of more than two-thirds of its stock were entirely under the control of said Illinois Central Railroad Company.

XI.

Your orator further states that in pursuance of the aforesaid purchases or agreements to purchase whereby the said Illinois Central Railroad became the controlling owner of more than two-thirds of the capital stock of said Belleville Company, but not all of said stock, and whereby the Directors of said Belleville Company its officers and the owners of more than two thirds of its stock, became the agents and creatures of said Illinois Central Railroad Company, a form of lease was executed on or about the 4th day of April, 1896, by and between the said Terre Haute Company, the said Illinois Central Railroad Company and the said Belleville Company, a certified copy of which said form of lease is attached to this bill of complaint, marked "Exhibit A," hereby referred to and duly made part hereof. That said form of lease was dated and was by its terms to take effect as and from the 1st day of October, 1895, and to continue in effect for the period of 99 year- with privilege of renewal for a like period. That said lease was highly beneficial to the said Illinois Central Railroad Company but was detrimental to the true interests of the said Belleville Company. That the legal force and effect of said lease, if valid, was to transfer all the properties of the said Belleville Company, previously held by the said Terre Haute Company as lessee

under the aforesaid lease of October 1st, 1866, to the Illinois Central Railroad Company as lessee or sub-lessee. By the terms of said lease of April 4, 1896, the Illinois Central Railroad Company, as lessee or sub-lessee, agreed to pay to said Belleville Company as yearly rental for its said railroad properties the sum of $61,200, to
13 be paid to the holders for the time being of the outstanding preferred stock of said Belleville Company as dividends guaranteed to them by the lessee, at the rate of four and eight-tenths (4.8) per cent. per annum. That the said Illinois Central Railroad Company, as lessee, further agreed to pay to said Belleville Company as rental for said railroad properties, during the continuance of said lease, the interest which might fall due on the outstanding bonds of said Belleville Company which were then in existence or which might be issued in renewal or extension thereof during the continuance of said lease. That upon the 4th day of April, 1896, there were outstanding no more than $1,000,000 of bonds of said Belleville Company, which said bonds bore interest at the rate of eight per cent. per annum. That under the said lease of April 4th, 1896, the Illinois Central Railroad Company agreed to pay no other or further rental than the rental above mentioned. That said rental so agreed to be paid to said Belleville Company, and agreed to be accepted by said Belleville Company, was far below the rental which had been received prior thereto by said Belleville Company, under the said lease of October 1st, 1866, and far below the amount which the said Belleville Company would have continued to receive, had said lease of October 1st, 1866, continued in full force and effect. That the yearly rental so agreed to be accepted by said Belleville Company under said lease of April 4th, 1896, was not a fair, proper or adequate rental for the railway properties so purported to be leased as aforesaid. That the effect of said lease of April 4th, 1896, if valid, would be to destroy the value of the shares of common stock, so issued as aforesaid by said Belleville Company, a part of which said common stock are the four hundred shares held by your orator. That all of the aforesaid facts were well known to the defendants the Illinois Central Railroad Company, the Belleville Company and the Terre Haute Company, and their officers and agents, at the time said lease was executed. That none of said acts have ever been consented to or ratified by your orator, nor are any of said acts binding upon your
14 orator. That all of the aforesaid acts were in fraud of the rights of your orator, for the many reasons heretofore set out.

XII.

By virtue of and in furtherance of the aforesaid wrongful, unlawful and fraudulent scheme and plan of said Illinois Central Railroad Company, on or before the 30th day of June, 1897, the said Illinois Central Railroad Company acquired the voting power of the certificates for more than two-thirds, but not all, of the shares of capital stock of said Belleville Company and of said Terre Haute Company, respectively, all of which said certificates bore written indorsements giving to said Illinois Central Railroad Company the absolute and unrestricted right and power to vote all of said stock represented by

said certificates. On said 30th day of June, 1897, said Illinois Central Railroad Company, by virtue of the facts aforesaid, held the absolute control of the officers and official action of said Belleville Company and said Terre Haute Company. Before the special meeting of the stockholders of the said Belleville Company and of said Terre Haute Company, hereinafter mentioned and held in the City of Chicago, upon the ninth day of September, 1897, the said Illinois Central Railroad Company, by virtue of the control so acquired as aforesaid, elected Boards of Directors of said Belleville Company and of said Terre Haute Company, which said Boards of Directors were composed of persons who were creatures of and under the absolute control of said Illinois Central Railroad Company, and who were elected for the purpose of carrying out the fraudulent and unlawful plans and designs of said Illinois Central Railroad Company, and were not elected or intended to be elected in the true interests of said Belleville Company or of said Terre Haute Company, respectively. That said Board of Directors of said Belleville Company elected as officers of said Belleville Company persons who were at the same time officers and agents of said Illinois Central Railroad Company, and under the absolute control of said Illinois Central Railroad Company. That said Board of Directors of said Belleville Company before the special meetings of stockholders, hereinafter mentioned, entered into an agreement with the directors of the Terre Haute Company to grant bargain sell and transfer all of the railroad properties of said Belleville Company to said Terre Haute Company. That the said Boards of Directors of said Companies passed resolutions purporting to authorize the said sale and transfer. That on the ninth day of September, 1897, there were held in the city of Chicago special meetings of the stockholders of said Belleville Company and of said Terre Haute Company, at which said meetings the aforesaid actions and resolutions of the Boards of Directors of said Companies, respectively, were purported to be ratified and confirmed and approved by a vote of stockholders owning more than two-thirds of the shares of stock of said Companies, respectively. That said meetings were held in the offices of the Illinois Central Railroad Company, and were absolutely controlled by said Company. That the shares of stock, in each of said Companies respectively, which were voted in favor of said transfer were the shares of stock acquired, held and controlled as aforesaid, by said Illinois Central Railroad Company. That the shares of stock of the Belleville Company so voted in favor of said Transfer, at the said special meeting of stockholders of said Belleville Company, were the shares acquired as aforesaid by said Illinois Central Railroad Company in pursuance of the aforesaid wrongful, fraudulent and unlawful plan and scheme of said Illinois Central Railroad Company, and that said shares were not voted or intended to be voted in the true interests of said Belleville Company. That the shares of stock now owned by your orator were held in trust for your orator by said Belleville Company, and were not voted in favor of said transfer, nor did said Belleville Company have any power to vote said stock for your orator. That your orator is in no wise bound by the aforesaid acts of the directors and stockholders of said Belleville Company, nor has your orator ever

consented to or ratified the same. That said acts were in fraud of the rights of your orator for the many reasons heretofore set out.

XIII.

Your orator further states that, in pursuance of the aforesaid actions of the directors and stockholders of said Belleville Company, the officers of said Belleville Company on the 10th day of September, 1897, purported to execute a certain indenture transferring the fee simple title to all the railroad properties of said Belleville
16 Company to said Terre Haute Company, a certified copy of which said indenture is attached to this bill of complaint, marked "Exhibit B," hereby referred to and duly made part hereof. That by the terms of said indenture all the railway properties and corporate rights and franchises pertaining thereto, of said Belleville Company, were purported to be granted, bargained, sold and assigned to said Terre Haute Company to be held by the latter, its successors and assigns, forever. That the consideration expressed in said deed and agreed to be paid by the Terre Haute Company and accepted by the Belleville Company, was the payment by the Terre Haute Company to the Belleville Company of $1,400,000 of bonds of the Terre Haute Company, bearing interest at the rate of four per cent. and maturing in 1951, the assumption of the outstanding first mortgage bonds of the Belleville Company, and the assumption of the liability of the Belleville Company under the aforesaid form of lease, of April 4th, 1896. That the said consideration expressed in said deed, which was agreed to be paid by said Terre Haute Company, and which was agreed to be accepted by said Belleville Company, was grossly inadequate. That said deed was executed as part of and in pursuance of the aforesaid wrongful, fraudulent and unlawful scheme and plan of said Illinois Central Railroad Company, and was not executed in pursuance of the true interests of said Belleville Company. That said acts have never been consented to or ratified by your orator, and are in no wise binding upon your orator. And that said acts were in fraud of the rights of your orator, for the many reasons heretofore set out.

XIV.

Your orator further states that in pursuance and furtherance of the aforesaid wrongful, unlawful and fraudulent scheme and plan of said Illinois Central Railroad Company, and by virtue of the control acquired by the aforesaid purchase of more than two-thirds of the capital stock of said Terre Haute Company by said Illinois Central Railroad Company, upon September 15th, 1897, there
17 was executed by said Terre Haute Company as lessor, and said Illinois Central Railroad Company as lessee, a form of supplemental indenture of lease, purporting to confirm the aforesaid form of lease of April 4th, 1896, a certified copy of which said supplemental indenture of lease is attached to this bill of complaint, marked "Exhibit C," hereby referred to and duly made part hereof. That said supplemental indenture of lease has never been consented

to nor is it in any wise binding upon your orator, and was made in fraud of the rights of your orator, for the many reasons heretofore set out.

XV.

Your orator further states that on or about the 17th day of February, 1904, in pursuance and furtherance of the aforesaid wrongful, unlawful and fraudulent scheme and plan of said Illinois Central Railroad Company, there was executed a form of indenture by and between the Terre Haute Company and the Illinois Central Railroad Company, whereby all the railroad properties, corporate rights and franchises, which had been attempted to be deeded as aforesaid, on the 10th day of September, 1897, by said Belleville Company to said Terre Haute Company, were, on said 17th day of February, 1904, purported to be bargained, sold, granted and assigned by said Terre Haute Company to said Illinois Central Railroad Company, its successors and assigns, forever, a certified copy of which said deed of February 17th, 1904, is attached to this bill of complaint, marked "Exhibit D," hereby referred to and duly made part hereof, That your orator has never consented to said indenture, nor is your orator in any wise bound thereby That said deed of February 17th, 1904, was made and entered into in fraud of the rights of your orator, for the many reasons heretofore set out.

XVI.

Your orator further states that by reason of the aforesaid fraudulent, wrongful and unlawful scheme, plan and acts of said Illinois Central Railroad Company, and by reason of the aforesaid form of lease of April 4th, 1897, by and between the Illinois Central Railroad Company, the Terre Haute Company and the Belleville Company; the form of deed of September 10th, 1897, by and be-
18 tween the Terre Haute Company and the Belleville Company; the form of supplemental lease of September 15th, 1897, by and between the Terre Haute Company and the Illinois Central Railroad Company; and the form of deed of February 17th, 1904, by and between the Terre Haute Company and the Illinois Central Railroad Company, all of which said forms of leases and deeds were in fraud of the rights of your orator, for the many reasons heretofore set out, the only asset now left to the Belleville Company, were said forms of leases and deeds valid, is the sum of $1,400,000 par value of the bonds of the Terre Haute Company, maturing July 1, 1851, and bearing interest at the rate of four per cent. per annum, so agreed to be issued as aforesaid by said Terre Haute Company to said Belleville Company under said form of deed between said parties, dated September 10th, 1897. That the income upon said bonds is the sum of $56,000 per annum. That said sum of $56,000 is only sufficient to pay between four per cent. and four and one-half per cent. per annum upon the outstanding preferred capital stock of said Belleville Company, all of which said preferred capital stock of said Belleville Company is owned and controlled to the best knowledge and belief

of your orator, by said Illinois Central Railroad Company That said preferred capital stock of said Belleville Company is preferred, as aforesaid, at the rate of eight per cent. per annum. That by reason of the wrongful, fraudulent and unlawful plan, scheme and acts of said Illinois Central Railroad Company, the common stock held by your orator would be deprived of all practical value, if the aforesaid proceedings were valid. That the said Belleville Company, for all practical purposes, has now been amalgamated into and become part and parcel of the Illinois Central Railroad Company system. That said Belleville Company has no longer any independent existence, but is absolutely under the control of said Illinois Central Railroad Company, and is operated, controlled and used solely in the interest and for the benefit of said Illinois Central Railroad Company. That the corporate books of said Belleville Company are now kept in the office of said Illinois Central Railroad Company and by its officers
19 and agents in Chicago, New York, or some other place to your orator unknown. That the directors of said Belleville Company, and its corporate officers are the creasu*t*res of and under the sole control of said Illinois Central Railroad Company, and were elected by the vote of the stock purchased and owned by said Illinois Central Railroad as aforesaid, and were elected for the purpose of serving the interests of said Illinois Central Railroad Company and not the interests of said Belleville Company or its stockholders, among whom is your orator.

XVII.

Your orator further states that by reason of the absolute fraudulent and wrongful control so acquired as aforesaid by the Illinois Central Railroad Company over the said Belleville Company, the said Illinois Central Railroad Company, through its officers and agents, has wrongfully and in open defiance of the laws of the State of Illinois, prevented the Belleville Company from making the annual reports, as required by laws of the State of Illinois, to the Railroad and Warehouse Commissioners of said State. That said Belleville Company has utterly failed and neglected to file any report with said Railroad and Warehouse Commissioners since the year 1897. That the purpose of said Illinois Central Railroad Company in so preventing said Belleville Company from making said reports as required by law, is, among other purposes to conceal the earnings capacity and income of the railroad properties of said Belleville Company; to conceal the amount of the capital stock of said Belleville Company owned or controlled by said Illinois Central Railroad Company; and to conceal the fraud that has been perpetrated by said Illinois Central Railr*aod* Company upon said Belleville Company, and upon your orator and other- similarly situated.

Your orator further alleges to the best of its information and belief, that said failure of said Belleville Company to file said reports as required by law, will continue so long as said Belleville Company remains under the dominion and control of said Illinois Central Railroad Company. That by reason of said failure to file said
20 reports, said Belleville Company is now indebted to the State of Illinois in a large sum of money by way of penalty, which

said penalty will continue to increase so long as the aforesaid wrongful, fraudulent and unlawful control of said Illinois Central Railroad Company over said Belleville Company continues. That your orator has in no wise been a party to the aforesaid wrongful acts, nor has your orator ratified them or consented thereto. That said acts are manifestly in fraud of the rights of your orator, for the many reasons heretofore set out

XVIII.

Your orator further states that your orator has no remedy at law for the wrongs heretofore set out, nor has your orator any remedy within the corporation itself. That a demand upon the directors or officers of the corporation itself, to bring the present suit would have been vain and futile for the many reasons heretofore set forth in this bill of complaint. That the present suit is not collusively brought for the purpose of giving this Court jurisdiction. That the acts herein complained of were not known to your orator until after the final decree of this Honorable Court, ordering the certificate for four hundred shares of capital stock to be issued to your orator.

XIX.

Your orator further states that on September 15th, 1897, there was executed a certain deed of trust from the Illinois Central Railroad Company and the Terre Haute Company to the United States Trust Company of New York, to secure the issue of $15,000,000 of gold bonds. That among other properties conveyed by said deed of trust to said United States Trust Company of New York, trustee as aforesaid, to secure said issue of bonds, were the railroad properties purported to be conveyed as aforesaid by said Belleville Company to said Terre Haute Company under the aforesaid form of deed of September 10th, 1897. Your orator does not know the exact terms of said deed of trust, but your orator joins said United States Trust Company of New York in this bill as a defendant, in order that said Trust Company may, if it so desires, appear in this Honorable Court and
21 defend the interests of the holders of the bonds issued under the aforesaid deed of trust, if any there are.

XX.

For as much as your orator can have no adequate relief except in this Court, and to the end, therefore, that the defendants may, if they can, show why your orator should not have the relief hereby prayed, and may make a full disclosure and discovery of all the matters aforesaid according to the best of their knowledge, remembrance, information and belief, and true and direct answer make to the matters hereinbefore stated and charged, but not under oath except as to the specific interrogatories hereinafter set out, answer under oath being hereby expressly waived except as to the specific interrogatories hereinafter set out. To the end, therefore, that the said defendants may, if they can, show why your orator should not have the relief hereby prayed, and may, upon their several and respective corporal oaths,

and according to the best and utmost of their several respective knowledge, remembrance, information and belief, full, true, direct and perfect answers make to such of the several interrogatories hereinafter numbered and set forth, as by the note hereunder written they are respectively required to answer; that is to say:

Interrogatory No. 1. State the yearly gross earnings of the railroad properties leased by the Belleville and Southern Illinois Railroad Company to the St. Louis, Alton and Terre Haute Railroad Company, on or about the 1st day of October, 1866, for each fiscal year during the period of ten years immediately preceding the 4th day of April, 1896.

Interrogatory No. 2. State the yearly gross earnings of the same railroad properties, mentioned in Interrogatory No. 1, for each fiscal year or part thereof from the time when said railroad properties were first transferred to the Illinois Central Railroad Company, as lessee or sub-lessee down to the date of the filing of this bill of complaint.

22 Interrogatory No. 3. Whether or not the Illinois Central Railroad Company, through its officers and agents, either directly or indirectly entered into any agreement or agreements to purchase any shares of the capital stock of the Belleville and Southern Illinois Railroad Company, on or before the 1st day of April 1896, whereby it was either agreed or understood that the railroad properties owned by the Belleville and Southern Illinois Railroad Company should be leased, sub-leased or transferred to the Illinois Central Railroad Company?

Interrogatory No. 4. If Interrogatory No. 3 is answered in the affirmative, state how many of such agreements were made, how many shares of the capital stock of the Belleville and Southern Illinois Railroad Company were affected thereby, with whom said agreements were made, the date of said agreements, and the terms of said agreements in full.

Interrogatory No. 5. Whether or not the Illinois Central Railroad Company, through its officers or agents, either directly or indirectly, entered into any agreement or agreements, on or before the 4th day of April, 1896, with any stockholder or stockholders of the Belleville and Southern Illinois Railroad Company, whereby any shares of the capital stock of the Belleville and Southern Illinois Railroad Company were to be surrendered or delivered under the terms of any deed of trust, or otherwise, to the Illinois Central Railroad Company, or to any other party or parties, with power or authority in the Illinois Central Railroad Company to vote said shares of stock?

Interrogoatory No. 6. If Interrogatory No. 5. is answered in the affirmative, state how many of such agreements were made, the dates and terms of such agreement or agreements in full, with whom such agreement or agreements were made, and the number of shares of the capital stock of the Belleville and Southern Illinois Railroad Company, delivered in pursuance of such agreement or agreements, to whom said shares were delivered, and the dates upon which each and every share was delivered.

23 Interrogatory No. 7. Whether or not the Illinois Central Railroad Company now holds or has ever held the power or

authority to vote any shares of the capital stock of the Belleville and Southern Illinois Railroad Company.

Interrogatory No. 8. If Interrogotory No. 7 is answered in the affirmative, state the number of shares upon which such power or authority is now or has ever been held, the time or times when such power or authority was first acquired for each and every share of stock held, and from whom such power or authority was acquired, and the terms of each and every agreement under which such power or authority was acquired.

Interrogatory No. 9. Whether the Illinois Central Railroad Company now owns or has ever owned any share or shares of the capital stock of the Belleville and Southern Illinois Railroad Company?

Interrogatory No. 10. If Interrogatory No. 9 is answered in the affirmative, state how many of such shares were so owned, when such share or shares were first acquired, from whom such shares were purchased, and the terms in full of each and every agreement to which the Illinois Central Railroad Company was a party, leading up to such purchase or purchases.

Interrogatory No. 11. Whether or not the Illinois Central Railroad Company, through its officers or agents, directly or indirectly ever entered into any agreement or agreements with any person or persons corporation or corporations, in contemplation of any transfer, lease or sub-lease, of the railroad properties owned by the Belleville and Southern Illinois Railroad Company, or any part thereof, to the Illinois Central Railroad Company?

Interrogatory No. 12. If Interrogatory No. 11 is answered in the affirmative, state with whom and upon what date or dates such agreement or agreements were made, and the terms thereof in full.

Interrogatory No. 13. Whether or not the Belleville and Southern Illinois Railroad Company and the St. Louis, Alton and Terre Haute Railroad Company entered into any agreement or agreements
24 in contemplation of any transfer, lease or sub-lease of the railroad properties owned by the Belleville and Southern Illinois Railroad Company to the Illinois Central Railroad Company?

Interrogatory No. 14. If Interrogatory No. 13 is answered in the affirmative, state the terms of such agreement or agreements in full and the time or times when such agre-ment or agre-ments were made.

Interogatory No. 15. State the number of shares of its capital stock preferred and common, respectively, that had been issued by the Belleville and Southern Illinois Railroad Company on or before the 1st day of October, 1895.

Interrogatory No. 16. State the name of each and every stockholder of the Belleville and Southern Illinois Railroad Company upon the books of said Company on the date of the filing of this bill of complaint, and the number of shares of preferred and common stock, respectively held by each such stockholder.

Interrogatory No. 17. State the amount of the bonded indebtedness of the Belleville and Southern Illinois Railroad Company on the 1st day of October, 1895.

Interrogatory No. 18. What were the assets of the Belleville and

Southern Railroad Company on the date of the filing of this bill of complaint.

Interrogatory No. 19. Whether or not the Belleville and Southern Illinois Railroad Company received $1,400,000 par value of the bonds of the St. Louis, Alton and Terre Haute Railroad Company, bearing interest at four per cent and maturing July 1st, 1951, as consideration for the transfer of its railroad properties to the St. Louis Alton and Terre Haute Railroad Company, on or about the 10th day of September, 1897?

Interrogatory No. 20. If Interrogatory No. 19 is answered in the affirmative, state whether or not the Belleville and Southern Illinois Railroad Company still holds and owns said $1,400,000 of bonds?

Interrogatory No. 21. If Interrogatory No. 20 is answered in the negative, state whether the Belleville and Southern Illinois Railroad Company have ever received anything in lieu of said bonds, and if so, what?

25 Interrogatory No. 22. Whether the Illinois Central Railroad Company now owns or has the power or authority to vote any share or shares of the capital stock of the St. Louis, Alton & Terre Haute Railroad Company, or has ever owned or held the power or authority to vote any share or shares of said stock?

Interrogatory No. 23. If Interrogatory No. 22 is answered in the affirmative, state the number of shares so owned or upon which such power or authority to vote was held, and the times when such shares or such power or authority to so vote were acquired.

Interrogatory No. 24. Has the Belleville Company in its possession or control books containing minutes of the meetings of its stockholders and directors since January 1, 1894?

And in consideration of the facts and matters herein stated your orator now respectfully prays a decree of this Honorable Court, cancelling and declaring forever void and of no effect the form of lease bearing date October 1st, 1895, and executed on or about the 4th day of April, 1896, by and between the St. Louis, Alton and Terre Haute Company as party of the first part, the Illinois Central Railroad Company as party of the second part, and The Belleville & Southern Illinois Railroad Company as party of the third part, so far as said indenture affects or purports to affect in any way the properties, franchises, rights or liabilities of the Belleville Company; cancelling and declaring forever void and of no effect the form of deed bearing date the 10th day of September, 1897, by and between the Belleville & Southern Illinois Railroad Company as party of the first part, and the St. Louis, Alton & Terre Haute Railroad Company as party of the second part, so far as said indenture affects or purports to affect in any way the properties, franchises, rights or liabilities of the Belleville Company; cancelling and declaring forever void and of no effect the form of supplemental lease bearing date September 15th, 1897, by and between the St. Louis, Alton & Terre Haute Railroad Company, party of the first part, and

26 the Illinois Central Railroad Company as party of the second part, so far as said indenture affects or purports to affect

in any way the properties, franchises, rights or liabilities of the Belleville Company; and cancelling and declaring forever void and of no effect the form of deed bearing date the 17th day of February, 1904, by and between the St. Louis, Alton & Terre Haute Railroad Company, party of the first part, and the Illinois Central Railroad Company, party of the second part, so far as said indenture affects or purports to affect in any way the properties, franchises, rights or liabilities of the Belleville Company; and that The Belleville & Southern Illinois Railroad Company be ordered to return and deliver up and account for whatever consideration it may have received under the aforesaid forms of deeds and leases to the party or parties from whom such consideration may have moved.

And your orator prays a decree of this Honorable Court, ordering the defendant, the Illinois Central Railroad Company to account for and pay over to The Belleville & Southern Illinois Railroad Company, or to a receiver to be appointed for said Belleville & Southern Illinois Railroad Company, such proportion of the yearly gross earnings as said Belleville & Southern Illinois Railroad Company is entitled to under the lease executed by and between the Belleville & Southern Illinois Railroad Company and the St. Louis, Alton & Terre Haute Railroad Company, bearing date October 1st, 1866; such accounting to cover each fiscal year, or part thereof, from the time when the Illinois Central Railroad Company first acquired the railroad properties of The Belleville Company as lessee or sub-lessee under the lease executed on or about the 1st of April, 1896, up to the time of such accounting.

Your orator further prays an order appointing a receiver for The Belleville & Southern Illinois Railroad Company, with the usual powers of such receivers; and that the Illinois Central Railroad Company, through its officers and agents, to be ordered to sur-
27 render and deliver to said receiver all the corporate assets, books, papers and everything that rightfully belongs to The Belleville & Southern Illinois Railroad Company, and that the Illinois Central Railroad Company be ordered to account to such receiver, as is hereinbefore prayed. That the defendant, the Illinois Central Railroad Company, its officers and agents, be restrained from further violating the rights of your orator, and be ordered, directed and restr-ined in particular from interfering in any way with said Receiver, or with the operation of said Belleville Company as an independent and separate railroad company; and for such other and further relief as the equity of the case may require and to your Honors may seem meet and just.

May it please your Honors to grant unto your orator not only the relief conformable to the prayer of the bill, but also writs of *sbu*-pœna of the United States of America directed to the Illinois Central Railroad Company, the St. Louis, Alton & Terre Haute Railroad Company, The Belleville & Southern Illinois Railroad Company, and the United States Trust Company of New York, commanding them on a day certain to appear and answer unto this bill of complaint, and to abide and perform such order and decree in the prem-

ises as to the Court shall seem proper and required by the principles of equity and good conscience.

STEWART, ELIOT & WILLIAMS,
J. M. BLAYNEY, JR., AND
SQUIRE, SANDERS & DEMPSEY,
Solicitors for Complainants.

STATE OF OHIO, *County of Cuyahoga, ss:*

On this 11th day of August, 1905, personally appeared before me H. R. Newcomb, known to me to be President of the Citizens' Savings and Trust Company, who, being by me duly sworn, says that he is the President of the Citizens' Savings and Trust Company, and that the foregoing bill of complaint is true of his knowledge, except
28 as to those matters stated on information and belief, and as to those matters he believes it to be true.

H. R. NEWCOMB.

Sworn to and subscribed before me, this 11th day of August, 1905.

[NOTARIAL SEAL.] H. J. CRAWFORD,
Notary Public for the County of Cuyahoga, State of Ohio.

My commission expires the 20th day of May, 1907.

NOTE.—The defendant, The Belleville & Southern Illinois Railroad Company, is hereby required to answer Interrogatories number- respectively: 1, 7, 9, 13, 14, 15, 16, 17, 18, 19, 20, 24.

The defendant, the Illinois Central Railroad Company, is hereby required to answer Interrogatories number- respectively: 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 21, 22, 23.

The defendant, the St. Louis, Alton & Te-re Haute Company, is hereby required to answer Interrogatories numbered respectively: 1, 13, 14, 19, 21, 22, 23.

Endorsed: Filed August 24, 1905. Daniel Hogan, Clerk. By A. G. Hamilton, Deputy.

29 EXHIBIT A.

This Indenture dated the first day of October, A. D. one thousand eight hundred and ninety-five (1895) by and between The St. Louis Alton and Terre Haute Railroad Company hereinafter called the "Terre Haute Company" as lessor and party of the first part; the Illinois Central Railroad Company, hereinafter called the "Illinois Central Company" as lessee and party of the second part, and the Belleville and Southern Illinois Railroad Company as party of the third part.

Whereas, the Terre Haute Company is the owner of a certain line of railway in the State of Illinois and is the owner and holder of certain bonds and stocks of other corporations of said State, and is

in possession, control and operation as lessee of a certain line of railway belonging to The Belleville and Southern Illinois Railroad Company hereinafter called the "Belleville Company" under and by virtue of a lease between said Terre Haute and Belleville Companies dated October 1st, 1866, as modified by a certain agreement between said companies, dated June 10th, 1882, and further modified by another agreement between said companies dated December 10th, 1886, and further modified by another agreement between said companies dated October 1st, 1895, which later agreement was made in contemplation of these presents.

And whereas, the Terre Haute Company is also in possession, control and operation as lessee of other lines of railway of certain railroad companies, namely of the Belleville and Eldorado Railroad by virtue of a lease dated July 1, 1880; of the Belleville and Carondelet Railroad by virtue of a lease dated June 1, 1883, of the St. Louis Southern Railroad, by virtue of a lease dated December 1, 1886; of the Carbondale and Shawneetown Railroad, also by virtue of said lease last mentioned; and of the Chicago, St. Louis and Paducah Railway by virtue of a lease dated March 1, 1888,

And Whereas, the Terre Haute Company in consideration of the covenants hereinafter set forth on the part of the Illinois Central Company as lessee to be by it kept and performed, has duly agreed to make a contract and arrangement for leasing its property, real and personal, as hereinafter mentioned to the Illinois Central Company, and for subletting all and singular the railroads and other properties of the said other Railroad Companies now leased to the Terre Haute Company, all the said leased railroads and other appurtenances being hereinafter called the "leased lines."

Now, This Indenture Witnesseth:

Demised Premises and Habendum Clause.

Article First: That said The St. Louis Alton and Terre Haute Railroad Company in consideration of the premises and of the rents and covenants hereinafter reserved and contained on the part of the lessee to be paid, kept and performed has granted, demised, let and leased, and does by these presents, grant, demise, let and lease unto the said Illinois Central Railroad Company, its successors and assigns all and singular its railroad extending from East St. Louis to Belleville in the County of St. Clair and State of Illinois, and all other railroads constructed, now owned, held, possessed or controlled by the said Terre Haute Company or which may be hereafter owned, acquired possessed, or controlled by it, by whatsoever title, whether by lease or otherwise, the same may be owned, held, possessed or controlled and including the said leased lines and each and all of them; and also all the railways, terminals or terminal and trackage rights or contracts, lands, tenements, hereditaments, ways and right of way now owned, held possessed or controlled, or which may be hereafter owned, held, possessed or controlled by the said lessor company for any and all purposes in connection with the construction, working, maintenance and operation of the same or any or all of them otherwise, and all the easements, and appurtenances

thereunto belonging, or in any wise appertaining, and also all
31 branches, switches, sidings, tracks, bridges, depots, fences, stations, section houses, tanks, warehouses, freighthouses, engine houses, telegraph lines, car and machine shops and all other buildings, fixtures and improvements, and all and singular the property of said lessor company, real and personal, of whatever kind and description and wheresoever situated, now owned or held by the said lessor, the Terre Haute Company, or which may hereafter be acquired, owned or held by it for the use of said railroad or leased lines, or otherwise or in connection with the working, maintenance and operation of the same and including all locomotive tenders, stationary engines, cars, trucks, push cars, hand cars, and all other rolling stock and equipment, and all the tools, implements and machinery, now owned, held or possessed by the said lessor, The Terre Haute Company, or which may be hereafter owned, acquired, held or possessed by it for use in connection with the said railroad or in connection with the working, maintenance and operation of the same or said leased lines or either of them; and also all rights, powers, privileges and franchises now owned possessed by or reserved to the said lessor, the Terre Haute Company, in connection with the said property, railroad leased lines, telegraph line, or otherwise, or any part thereof; together with the tolls, issues and income and profits of all the said property, hereby demised and each and every part thereof possessed or accrued or accruing on said 1st day of October, 1895, and thereafter accruing.

To Have and To Hold the said road premises, property and appurtenances, together with the tolls, issues, income, and profits thereof, unto the said Illinois Central Railroad Company its successors and assigns for its and their own proper use and benefit as
32 lessee as of and from the 1st day of October in the year 1895, and for the term of Ninety Nine years then next ensuing and the said lessee, the Illinois Central Company, during the said term shall have the sole and exclusive right, power and authority to hold, occupy, use, enjoy, control, manage and operate said railroad, leased lines and property, and regulate, fix, vary, demand, collect, receive and dispose of all and every the rates, tolls, revenues and charges accrued or to accrue thereon or therefrom; the lessor hereby reserving a lien upon said demised property and also upon the income thereof to enforce and secure the performance by the lessee of the covenants of this indenture and of the obligations of the Terre Haute Company under said leases of the leased lines, but subject to any and all liens now existing upon said property the said Illinois Central Company yielding and paying for all and singular said premises to the said Terre Haute Company as lessor, its successors and assigns, at the times and in the manner hereinafter provided, the rents hereinafter specified and keeping and performing all, and singular the covenants and agreements hereinafter set forth to be kept and performed by it as such lessee.

Delivery to Illinois Central Company of Bonds and Stock.

Article Second: The Terre Haute Company shall forthwith deliver to the Illinois Central Company the certificates for all the stock of other companies now held or hereafter acquired by the Terre Haute Company duly endorsed in blank for transfer, the $225,000 par value of the first mortgage and Terminal bonds of the Terre Haute Company now in the latter's treasury, all stock and bonds of said leased lines or of the companies owning them held by the Terre Haute Company and all securities, assets and property of the Terre Haute Company in any way related to the said railroads, leased lines, or the companies owning them.

The Illinois Central Company shall be and it is hereby authorized during the continuance of this lease to receive, collect, and apply to its own use the interest, dividends and revenues on all the bonds, shares of stock, and other securities delivered to it by the
33 Terre Haute Company hereunder; and that the Terre Haute Company covenants and agrees, that it will at any and all times, on demand of the Illinois Central Company, execute such assignments, transfers and powers of attorney as may be required or demanded for that purpose.

The Illinois Central Company shall be and it hereby is authorized to transfer or cause to be transferred all such stocks, into its own name or into the name of its nominees, and shall be authorized during the continuance of this lease to vote upon the said shares for all purposes; and the Terre Haute Company covenants and agrees that it will at any and all times, on demand of the Illinois Central Company execute to it all such proxies and powers of attorney as may be required for that purpose.

The Illinois Central Company shall be and it hereby is authorized at any time or times during the continuance of this lease to sell, pledge or otherwise dispose of all or any of said bonds or other securities on such terms and in such manner as the Illinois Central Company may in its discretion determine, applying all and singular the proceeds thereof to the payment, satisfaction and discharge *pro tanto* of any indebtedness of the lessor now existing, or to the construction of betterments and improvements upon the demised premises or to the purchase of new equipment for use thereon or any of said leased lines, all of which betterments, improvements, and new equipments shall forthwith become part of the property hereby leased and subject to the operation hereof. All said shares of Stock, bonds and other securities or their proceeds until the same shall have been sold and applied as hereinbefore authorized, shall during the continuance of this lease be held by the Illinois Central Company as security for its performance, and the said stocks, bonds and other securities or their proceeds remaining at the time of the termination of this lease shall then be surrendered by the Illinois Central Company to the Terre Haute Company. All cash on hand or accounts re-
34 ceivable, claims, demands, and choses in action of every kind and nature whatever due or accruing to said lessors on or after said 1st day of October, 1895, shall be paid to and received and collected by the Illinois Central Company, but the same shall be ap-

plied by it to the payment and discharge of indebtedness of said lessor existing or accruing on said 1st of October, 1895, or for betterments or improvements of said leased property.

Sale and Transfer of Fuel, Materials, and Supplies.

Article Third: The Terre Haute Company hereby sells and transfers to the Illinois Central Company all the fuel, material and supplies of all kinds acquired or intended for consumption in connection with the maintenance or operation of the railways and property hereby leased and on hand at the date of this instrument. Upon the terminantion of this the Illinois Central Company shall deliver to the Terre Haute Company an amount of such fuel and other materials, equal in value to the amount of the fuel and other materials sold and transferred to it as aforesaid, or shall credit the Terre Haute Company with deficiency in settlement of the accounts between said companies hereunder.

List of Locomotives, &c.; Use and Description Thereof.

Article Fourth: A list in duplicat- shall forthwith be prepared and one original be delivered to the Illinois Central Company and the other retained by the Terre Haute Company of all locomotives, engines and cars of all descriptions, hereby demised, and of the machinery, tools, impliments and furniture delivered by the Terre Haute Company to the Illinois Central Company hereunder and all shares of stocks, bonds, assets and other property of the lessor not hereinbefore particularly described. Upon the termination of this lease the Illinois Central Company shall surrender to the Terre Haute Company an amount of locomotives, engines, cars, machinery, tools, impliments and furniture at least equal in value to the amount thereof delivered to it hereunder. But all such locomotives, engines, cars, machinery, tools, impliments and furniture may during the continuance of this lease, be used by the Illinois Central Company as fully as if it were the absolute owner thereof, and in case any thereof shall be worn out or become absolete or unnecessary or undesirable for use in connection with the maintenance or operation of the demised premises, the Illinois Central Company may sell or dispose thereof on such terms as it may see fit and in the event of such sale the proceeds thereof shall be applied to the purchase or acquisition of other property which shall be forthwith transferred to the Terre Haute Company and become subject to the operation of this lease, due credit being given said lessee therefor at the termination of this lease. Any portion of the demised premises appurtenant to any of the said railways now held or which may be acquired for any purpose incidental to the operation thereof such as premises acquired or held for the purpose of stations, depots, shops or other buildings, or for the supply of gravel, fuel or other material which in the judgment of the Illinois Central shall be no longer requisite for the use for the purpose for which the same shall have been acquired or used, and

Power to sell certain property.

likewise any parts of the tracks, sidings or roadways which shall have been thrown out of use by reason of straightening or alteration of the line of road or other cause, may be sold or disposed of by the Illinois Central Company subject to or in compliance with, any mortgages thereon and the lessor or lessors shall and will upon demand of the Illinois Central Company execute any and all instruments required for the purpose of enabeling the Illinois Central Company to obtain a release thereof from any of said mortgages and to sell and transfer the same to any purchaser. The proceeds of any such sale shall be applied to betterments and improvements of the demised premises, or in the acquisition of other property which shall be forthwith transferred to the lessor in exchange for the property sold, and become subject to the operation of this lease.

Application of Proceeds.

And moneys received as the proceeds of any portion of the demised premises which shall be taken by exercise of the power of eminent domain, or which shall be otherwise disposed of and any compensation or insurance money accrueing by reason of the destruction or loss of or damage to, any rolling stock or other property included in the demised premises and all other sums payable to the Terre Haute or Belleville Company during the continuance of this lease shall in like manner be received by the Illinois Central Company and shall be applied by it in like manner or in the payment and discharge of indebtedness existing or accruing on said 1st of October, 1895.

36 Lessees Covenants Rents, etc.

Article Fifth: In consideration of the premises the said lessee, Illinois Central Railroad Company, party of the second part hereto, have covenanted and agreed and does by these presents covenant and agree for itself, its successors and assigns, with the said lessor, party of the first part hereto, its successors and assigns, as follows, to-wit:—

1. That it, said lessee, shall and will for the period beginning on the 1st day of January, 1896, pay as an annual rent, in equal semi-annual installments, on the first days of Januarv and July, in each year during the term of this lease and any renewal or extension thereof, commencing July 1st, 1896, the sum of one Hundred and Thirt- Nine Thousand Two Hundred and Ninety-three Dollars ($139,293) per annum from January 1st 1896, in gold coin of the United States of the present standard of weight and fineness, which said rent shall be paid as follows: $78,093 thereof shall be paid to the holders for the time being of the present outstanding capital stock of the party of the first part as dividends guaranteed to them by the lessee, at the rate of two and one quarter (2¼) per cent. per annum of the par value of the said stock, namely thirty four thousand seven hundred and eight (34,708) shares of the par value of $100 each. $61,200 thereof shall be paid to the holder for the time being of the present outstanding preferred stock of the said

Belleville Company, as dividends guaranteed to them by the lessee at the rate of four and eight tenths (4.8) per cent. per annum of the par value of the said preferred stock of the Belleville Company, namely twelve thousand seven hundred and fifty (12,750) shares of the par value of $100 Dollars each. Such rental dividends shall be paid from time to time the first semi-annual payemnt to be made on July 1st, 1896 to the holders of said stock as the same shall appear upon the stock books of said companies respectively at the office of the lessee in the City of New York, and said lessee guarantees to the holders of said Terre Haute stock and of said Belleville prefer-ed stock the payment of such rental dividends during the term of this lease and any renewal or extension thereof.

2. That it, said lessee, at all times during the continuance of this lease shall and will maintain, manage, use and operate and keep in good and working order, condition and repair, at its own
37 expense, the said demised railroad property, leased lines and all the fixtures and appurtenances thereof, and keep the same supplied with motive power, rolling stock and equipment, and shall and will deliver up the said railroad and leased line and all fixtures and appurtenances together with motive power, rolling stock and other equipment equal in value to that now used on said railroad and property and suitable for use thereon, at the expiration of said term in as good repair and working order and condition as when delivered to it under this lease.

3. That it, said lessee, at all times during the terms of this lease shall and will pay and discharge all rents, expenses, costs, damages claims and demands whatsoever which have arisen or shall or may arise out of the maintenance, management and operation of the railroad and properties of the Terre Haute Company and said leased lines, and will and shall at all times during such period save and keep harmless and indemnify the Terre Haute and Belleville Companies therefrom, and shall and will defend all such actions and suits, now pending or which shall or may be brought for or on account thereof against said companies, or either of them, during said period, and will pay all taxes and assessments upon the railroad or other property hereby demised and upon the business or income of the same and upon the said Terre Haute and Belleville Companies or any of said leased lines now due or which during the term of this lease shall become due. In case the Illinois Central Company shall pay out of its own funds any indebtedness of the Terre Haute Company or the Belleville Company existing on the 1st day of October, 1895, for rents, taxes or interest, or any other obligations or liabilities of either of said Companies existing on said 1st day of October 1895, then the Illinois Central Company shall be entitled to the repayment on or befor- the termination of this lease by the Company for whose account such payment shall have been made of the amounts so paid and the Illinois Central Company shall have a lien for the principal thereof upon the railroad and property of said company. Upon the request of the Illinois Central Company any advances so made by it and not repaid to it out of the assets of the said Terre Haute Company as aforesaid shall be repaid to it

in the bonds of such other company secured by mortgage upon the property of said other company.

38 4th. That it, said lessee, shall pay as additional rent the interest which may fall due during the continuance of this lease on the outstanding bonds of the Terre Haute Company and of the Belleville Company now existing or which may be issued in renewal or extension thereof, and of any other bonds of said companies or either of them which may be hereafter issued by them with the written consent of the Illinois Central Company: and the Illinois Central Company agrees and covenants, upon the maturity of any of said bonds, to cause the same to be extended or renewed at a rate of interest not greater than the rate of interest now payable thereon, or to cause the same to be taken up or paid or exchanged for other bonds of the Terre Haute or Belleville Company which may hereafter be issued. In case the Illinois Central Company shall pay any part of the principal of said bonds out of its own funds, it shall have a lien upon the demised premises for the repayment to it on or before the termination of this lease of the amount of such principal so paid.

Further Covenants Terre Haute and Belleville Co.

Article Six: Each of said The Terre Haute and Belleville Companies agrees and covenants, upon demand of the Illinois Central Company from time to time during the continuance of this lease, to make, issue and deliver such bonds, bearing such rate of interest and payable at such time or times and secured in such manner as may be required for the purpose of taking up, retiring, paying or redeeming any bonds of such lessor company existing at the date of the execution of this lease to the end that the bonded indebtedness of such company shall continue during the entire term of this lease and any renewal thereof at the amount thereof now existing; and each of said lessor companies agrees that it will make, execute and deliver such deeds and mortgages of its property and franchises as may be required to secure any bonds so issued.

The said Terre Haute and Belleville companies severally agree that in case an extension of any issue of bonds outstanding issued by each of them can be procured at the rate of interest not gr-ater than the rate now payable thereon, it will upon request of the Illinois Central Company, extend the date of payment of such bonds by the execution and delivery to the holders of said bonds and any agreements required for that purpose, and coupons for the interest during the period of such extension, the lien of the original

39 mortgage for the security of said bonds being preserved unimpaired.

Lessors Covenants Seizure.

Article Seventh: And in consideration of the premises, the said lessor, party of the first part, for itself, its successors and assigns further covenants and agrees with the party of the second part, its successors and assigns as follows:

Quiet Enjoyment, etc., — Seizure.

1. That it, said party of the first part, is well and lawfully possessed of the premises hereby demised, and has full power to lease and demise the same as aforesaid, and to demise, sublet and lease the said leased lines, and that the same in the quiet enjoyment the said party of the first part shall warrant and defend unto said lessee, its successors or assigns, during the said term of ninety-nine years and any renewal or extension thereof.

Quiet Enjoyment.

2. That said lessee, party of the second part shall at all times during said term have the full and exclusive right to manage, use, operate and control said demised railroad and premises and to regulate and determine the rates, tolls, freight and charges of transportation over the whole or any part of the said demised railroads and premises except as otherwise provided by law, and to charge and collect the same to its own use: and shall have, use exercise and enjoy all the rights, powers and authority aforesaid, and all other corporate powers, and all rights, powers, easements and privileges now possessed or which may hereafter be acquired by the party of the first part and necessary and convenient to the use, possession, enjoyment or operation of the premises which can or may be lawfully exercised and enjoyed by the lessee as such in or about or in connection with said demised premises and the maintenance and operation thereof.

Lessee Appointed Agent of Lessor.

3. That in order to enable the said lessee to beneficially enjoy said property, rights, privileges and benefits herein demised, mentioned and specified said the party of the first part hereby appoints the party of the second part, its agent irrevocable during the term of this lease or any renewal thereof so long as the lessee shall perform the terms thereof with full power and right at the expense of the said party of the second part to use the name of the said party of the first part in and about the business, maintenance, operation and use of said property, with power to make any and all contracts in proper furtherance, of the objects hereinbefor- set forth, and not otherwise, with any person or corporation, in the name of the said party of the first part, and generally to do all other acts and things in and about the premises which the said party of the first part might or could lawfully do: and at the expense of the said party of the second part to use the name of the party of the first part in and about any legal proceedings, and suits either at law or in equity, as the said party of the second part may deem necessary and requisite in carrying out the object and intent of this indenture; but all rolling stock and other personal property which said party of the second part may or shall purchase, obtain or acquire for any purpose in connection with the premises hereby demised, except such as shall be purchased, obtained or acquired in renewal

or replacement of the rolling stock or other personal property included in this lease, or with or by means of property of the lessor or proceeds thereof shall be and remain the property of the said party of the second part, and may as well as any rails, or other fixtures or property which it desires to remove for the purpose of repairs, betterments or improvements, be removed and disposed of by said party of the second part for its own use; it being always understood and agreed, however that it shall maintain and keep and deliver up said railroad property hereby demised, with rolling stock and other equipment equal in value to the rolling stock and other equipment included in this lease, in as good repair and working order and condition as when delivered to it under this lease.

The Illinois Central Company is hereby authorized to perform either in its own name or in the name of the Terre Haute Company or of the Belleville Company, any and all contracts, engagements and leases of said companies respectively, and to make any payments of rent due under the lease of any property demised to it hereunder to the respective lessors thereof and the Illinois Central Company shall be authorized to receive and enjoy the benefit of all such contracts, engagements and leases.

Corporate Existence.

4. That the said party of the first part shall and will during the term of ninety nine years and any renewal or extension thereof, preserve or renew and maintain its corporate existence and organization, and at all times during the said period, on demand of the said
41 lessee, party of the second part hereto shall and will exercise and put in forse each and every corporate power and franchise and do and perform every corporate act necessary, useful or proper to carry out the povisions of this lease, and to enable the said Illinois Central Company as lessee, its successors or assigns to avail themselves or itself of, and use, exercise and enjoy the rights, powers and privileges hereby granted in respect of the railroad and property aforesaid of the lessor, and shall and will at any and all times on demand execute, acknowledge and deliver to the said lessee or its successors or assigns, such other and further instrument or instruments in writing under its corporate seal as may be necessary or desireable the better and more effectually to secure the purposes of this lease; all expenses incurred by the said party of the first part under this subdivision of Article seventh to be borne by the party of the second part.

Lease to Take Effect as of and From Oct. 1, 1895.

Article Eighth: The parties hereto further covenant and agree that this lease is to take effect and be in forse as of the 1st day of October, 1895; that all income and profits then accrued shall be expended and applied upon the premises or in the payments of the debts of the lessor theretofore accrued; and that the possession operation and maintenance of the demised premises, on and after said first day of October, 1895 shall be for the benefit and account of the lessee The

lessor covenants and agrees to place the demised property in the possession of lessee upon demand.

Renewal Covenant.

Article Nineth: And it is further covenanyed and agreed, that the said lessor, its successors or assigns will upon the termination of the term granted in this lease and provided the said rent shall have been duly paid and the covenants and ageements hereof duly performed on demand forthwith execute and deliver to the said lessee, its successors or assigns a renewal lease of the said premises for the further term of ninety-nine years and subject to the same rent, covenants, provises and agreements as are herein contained, excepting as to a renewal thereof.

42 Lessee Entitled to Possession and Enjoyment Until Default.

Article Tenth: Until default shall be made in the due and punctual payment upon demand of the said rent or any part thereof as and when the same shall be due and payable to said stockholders, as aforesaid and such default shall have continued for the period of ninety days or until default shall be made in the performance or observance by the Illinois Central Company of some covenant or condition of this indenture, and such default shall have continued for the period of ninety days after written demand made by the lessor upon the lessee for the performance or observance of such covenant or condition, the Illinois Central Company, its successors or assigns shall be suffered and permitted to retain actual possession of all and every the premises and real and personal property hereby leased and to exercise the rights and franchises appertaining thereto and to receive the earnings, income, rents, issues, and profits thereof and to manage, operate, collect, receive, use and enjoy the same and where it may be necessary, and not inconsistent with the purposes of this lease herein appearing, to change the form thereof or to invest any proceeds thereof.

Provisions as to Re-entry.

Provided always and these presents are upon this express condition, that if default shall be made in the payment upon demand of said rent or any part thereof and such default shall continue for the period of ninety days after said rent shall have become due and payable as aforesaid, or if default shall be made in the performance or observance by the Illinois Central Company of any covenant or condition of this indenture and such default shall continue for the period of ninety days after written demand by the lessor upon the lessee for the performance or observance of such covenant or condition, or if the said lessee shall be adjudged bankrupt or insolvent, or a receiver of its property be appointed, then and in every such case it

shall be lawful for the lessor or those having its estate in the premises to re-enter into or upon the said demised railroads, properties and premises or any part thereof, and the said railroads, properties and premise peaceably to hold and enjoy thenceforth, as if these present had not been made, without prejudice to any right of action or remedy which might otherwise be had or used in respect of any breach of any of the covenants in this lease contained.

43 If the said Terre Haute Company shall enter upon the premises, then said company may operate the same for account of the Illinois Central Company applying the net avails thereof, first to the payment of the expenses in connection with such entry or re-entry, and then the payment of the rent due or to accrue under these presents. The Illinois Central Company Covenants and agrees that if, in consequence of such default on its part, the party of the first part shall take possession of the premises as aforesaid and operate the same for account of the lessee, and shall not obtain sufficient from the net earnings thereof to make up the amount of the rent hereby reserved, it, said Illinois Central Company shall and will pay to the said stockholders any and all loss or difference of rent or guaranteed dividends for the residue of said term.

Indenture Binding upon and Available by Successors and Assigns—Provisions *Inter Sese* and not for Benefit of Third Parties.

Article Eleventh: All the covenants, promises, agreement- and right- in this indenture contained shall bind and apply to the successors and assigns of each of the parties of the first, second and third parts, lessor and lessee, whether so expressed or not, but nothing in this indenture expressed or implied is intended or shall be construed to confer upon or give to any person or corporation other than the parties hereto and the holders of the stock of said Terre Haute and Belleville Companies or their successors in interest any right, remedy or claims under or by reason of this indenture, or any covenant, condition or stipulation thereof or to render said lessee liable as assignee of the lease of any railroad heretofore demised to the Terre Haute Company and sublet hereunder; all its covenants, conditions and stipulations being intended to be and being for the sole and exclusive benefit of the parties hereto and the holders of the stock of the Terre Haute and the Belleville Companies or their successors in interest.

Assent of Belleville Co.

Article Twelfth: The Belleville Company joins in the execution of this lease to evidence its assent to the terms and provisions thereof so far as its property and interest are thereby affected, and becomes bound by such terms and provisions and entitled to the advantages hereof, as hereinbefore set forth.

In witness whereof the parties hereto of the first, second and third parts have caused these presents to be signed by their respective

presidents, or Vice Presidents, and their respective corporate
44 seals to be hereto affixed and attested by their Secretaries, as of the day and year first above written, these presents being executed in triplicate, but constituting one instrument.

[CORPORATE SEAL.]

THE ST. LOUIS, ALTON AND TERRE HAUTE RAILROAD COMPANY,
By CLARENCE F. PARKER, *President.*

Attest:
EDWARD F. LEONARD, *Secretary.*

Signed, sealed and delivered by the St. Louis Alton and Terre Haute Company in the presence of—
HARRY H. BUFORD,
Laclede Building, St. Louis, Mo.

[CORPORATE SEAL.]

ILLINOIS CENTRAL RAILROAD COMPANY,
By STUYVESSANT FISH, *President.*

Attest:
A. J. HACKSTAFF, *Secretary.*

Signed sealed and delivered by the Illinois Central Railroad Company in the presence of
NOEL GALE,
29 *Nassau Street, New York.*

[CORPORATE SEAL.]

THE BELLEVILLE AND SOUTHERN ILLINOIS RAILROAD COMPANY,
By R. FULTON CUTTING, *Vice President.*

Attest:
EDWARD F. LEONARD, *Secretary.*

Signed, sealed and delivered by the Belleville and Southern Illinois Railroad Company in the presence of
R. J. FOX,
111 *Broadway, New York.*

STATE OF MISSOURI, *City of St. Louis, ss:*

I, H. H. Buford, a Notary Public duly appointed and residing within the said City of St. Louis, do hereby certify that Clarence F. Parker, the President of the St. Louis, Alton and Terre Haute Railroad Company and Edward F. Leonard, the Secretary of the same Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, and to be such President and Secretary appeared before me this day in person and acknowledged that they signed

sealed and delivered the said instrument as the free and voluntary act of said The St. Louis, Alton and Terre Haute Railroad Company, and as their own free and voluntary act as such President and Secretary of the said Company respectively, for the uses and purposes therein set forth.

And the said Clarence F. Parker and Edward F. Leonard being be me severally duly sworn, each for himself, do- depose and
45 say, the said Clarence F. Parker that he is the President of the St. Louis, Alton and Terre Haute Railroad Company, the lessor in the foregoing instrument, and the said Edward F. Leonard, that he is secretary of the same company, that the seal affixed to the foregoing instrument is the genuine corporate seal of the said company, that it was affixed thereto by order of the Board of Directors of the said Company, and that they signed their names thereto by like order as president and secretary of the said Company respectively. Given under my hand and official seal at St. Louis aforesaid this third day of April A. D. 1896.

H. H. BUFORD,
Notary Public, City of St. Louis, Mo.

My term expires May 25, 1897.

STATE OF MISSOURI, *City of St. Louis, ss:*

I, Thomas B. Rodgers, Clerk of the Circuit Court, City of St. Louis, the same being a court of record in and for the said City and State certify that H. H. Buford whose name is subscribed to the proof of acknowledgment of the annexed instrument dated April 3rd 1896 was on said date a Notary Public in and for said city duly commissioned qualified and sworn and authorized by the laws of this state to administer oaths and take the acknowledgments of deeds, that I am well acquainted with his handwriting and verily believe that the signature thereto is genuine and that to all such his official acts full faith and credit are and ought to be given.

In testimony whereof I hereunto set my hand and affix the seal of said court at office in the city of St. Louis this fourth day of April eighteen hundred and ninety six.

[CIRCUIT COURT SEAL.] THOMAS B. RODGERS,
Clerk Circuit Court.

STATE OF NEW YORK, *City and County of New York, ss:*

I, Charles P. Holland, a Notary Public duly appointed and residing within the said city of New York do hereby certify that Stuyvessant Fish the President of the Illinois Central Railroad Company and A. G. Hachstaff the secretary of the same company personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary and to be such President and Secretary appeared before me this day in person and acknowledged that they signed, sealed and delivered
46 said instrument as the free and voluntary act of the Illinois Central Railroad Company and as th-ir own free and volun-

tary act as such President and Secretary of the said Company respectively for the uses and purposes therein set forth. And the said Stuyvessant Fish and A. G. Hackstaff being by me severally duly sworn, each for himself do depose and say — the said Fish that he is the President of the Illinois Central Railroad Company the Lessee in the foregoing instrument and the said Hackstaff that he is secretary of the same company that the seal affixed to the foregoing instrument is the genuine corporate seal of the said company, that it was affixed thereto by order of the Board of Directors of the said Company and that they signed their names thereto by like order as President and Secretary of the said Company respectively. Given under my hand and official seal at the City of New York aforesaid this first day of April A. D. 1896.

[NOTARIAL SEAL.] CHARLES P. HOLLAND,
Notary Public.

STATE OF NEW YORK, *City and County of New York, ss:*

I, Robert J. Fox, a Notary Public, duly appointed and residing within the said city of New York do hereby certify that R. Fulton Cutting the Vice President of the Belleville and Southern Illinois Railroad Company and Edward F. Leonard the Secretary of the same Company personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Secretary and to be such Vice President and Secretary appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as the free and voluntary act of said the Belleville and Southern Illinois Railroad Company and as their own free and voluntary act as such Vice-President and Secretary of the said Company respectively for the uses and purposes therein set forth. And the said R. Fulton Cutting and Edward F. Leonard being by me severally duly sworn each for himself do depose and say the said R. Fulton Cutting that he is the Vice President of the Belleville and Southern Illinois Railroad Company the party of the third part in the foregoing instrument the Edward F. Leonard that he is secretary of the same company that the seal affixed to the foregoing instrument is the genuine corporate seal of the said company that it was affixed thereto by order of the Board of Directors of the said company and that they signed their names thereto by like order as Vice President and Secretary of the said company respectively.

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Given under my hand and official seal at the City of New York aforesaid this 7th day of April A. D. 1896.

[NOTARIAL SEAL.] R. J. FOX,
Notary Public, N. Y. Co.

Filed for record April 11th 1896 at 10 o'clock A. M.

STATE OF ILLINOIS, *St. Clair County, ss:*

I, Herman B. Roewe, Recorder of deeds in and for said County of St. Clair and State of Illinois, do certify the foregoing to be a true

and correct copy of lease from St. Louis Alton and Terre Haute R. R. *et al.* to Illinois Central R. R. Co. as the same appears of record in my office in Belleville Book 244 page 516, of said St. Clair County Records. And I further certify that I am the custodian of said records.

In testimony whereof, I hereunto set my hand and affix the seal of said office, in Belleville, Illinois, this 27th day of January A. D. 1905.

[SEAL.] HERMAN B. ROEWE, *Recorder.*

Endorsed: Filed Aug. 24, 1905. Daniel Hogan, Clerk. By A. S. Hamilton, Deputy.

48 EXHIBIT B.

This Indenture made this 10th day of September in the year of our Lord, one thousand eight hundred and ninety-seven by and between The Belleville and Southern Illinois Railroad Company a corporation created by and existing under and by virtue of the laws of the State of Illinois, party of the first part and the St. Louis, Alton and Terre Haute Railroad Company, a corporation also created by and existing under and by virtue of the laws of the same State, party of the second part, Witnesseth:

That the said party of the first part for the considerations hereinafter mentioned and for the purpose of carrying into effect a contract of purchase and sale agreed upon between the Directors and approved by the Stockholders of each of the respective corporations parties hereto such stockholders owning more than two thirds in amount of the capital stock of said respective corporations at special meetings duly called and holden in the City of Chicago County of Cook and State of Illinois on the ninth day of September A. D. 1897 doth by these presents grant, bargain, sell, assign, transfer and convey to the said party of the second part its successors and assigns forever all the railway property corporate rights and franchises of the said party of the first part, including its line of railroad extending from Belleville in St. Clair County in the State of Iliinois to Duquoin in Perry County in the said State a distance of fifty six miles more or less being the line of railroad heretofore demised by the party of the first part to the party of the second part by a certain indenture of lease being date October 1, 1866 as modified by a certain agreement between the parties hereto bearing date of June 10th 1882 and as further modified by a certain other agreement between said parties bearing date December 10th, 1886 and as further modified by a certain other agreement between said parties bearing date October 1st 1895 and which Railroad has been and is now in possession of and operated in connection with the Railway line of the party of the second part, under the said lease and the said sundry supplementary agreements relating thereto; together with the tracks and roadway thereof and all and singular the right of way of said party of the first part and the lands real estate, easements, and other rights
49 or interests in or pertaining to lands all tracks, sidings, switches, branches, bridges, viaducts, culverts, fences, station

houses, terminals, shops, warehouses, car houses, freight houses, coal chutes, water tanks, elevators, and all other buildings, erections, and structures and all fixtures and appurtenances in any wise appertaining to the said Railroad, or held or acquired or used or intended for use for the purpose of or in connection with the said Railroad, or the operation or maintenance thereof; and also all and singular the locomotives, engines, tenders, cars, and other rolling stock and equipment tools, implements, machinery stationary, furniture, fuel, material and all other supplies for constructing, operating, repa-ring, or replacing the said Railroad, its equipments or appurtenances of any part thereof and all other the railway property corporate rights and franchises of the party of the first part, now held or owned by it and all the rents, issues, tolls, incomes, earnings, and profits thereof, including also all the rights, privileges, immunities and franchises whatsoever of the said party of the first part pertaining to the property hereby conveyed or any part thereof and all the estate, right, title, interest, property, possession, claim and demand whatsoever as well in law as in equity of the said party of the first part of in and to the premises and property above described and every part and parcel thereof with the appurtenances. To have and to hold the said property rights, privileges, immunities and franchises and all and singular the above mentioned and described premises and every part thereof with the appurtenances unto the said party of the second part its successors and assigns forever.

The said premises are conveyed subject to the mortgage heretofore made by the party of the first part to Robert Bayard and Samuel J. Tilden Trustees bearing date October 1, 1866 to secure the payment of certain corporate bonds of the party of the first part therein described to the amount of $1,100,000 par value of principal $998,000 of which are still outstanding and unpaid. In consideration of this conveyance the party of the second part has covenanted and agreed and does hereby covenant and agree as follows:

First. That it the party of the second part shall assume and hereby does assume the payment of the principal and interest of the outstanding bonds of the party of the first part secured by the aforesaid mortgage, of October 1, 1866 to Robert Bayard and Samuel J. Tilden Trustee, which bonds now outstanding amount in the aggregate to the sum of $998,000 par value of principal and that it shall indemnify the party of the first part and save it harmless in respect thereof.

Second. That it, the party of the second part will execute and deliver to the party of the first part One Million Four Hundred Thousand Dollars: $1,400,000: par value of the bonds of the party of the second part due and maturing July 1, 1951, bearing interest at the rate of four per cent. per annum payable semi-annually both principal and interest payable in gold coin of the United States of or equal to the present standard of weight and fineness.

Third. That it, the party of the second part shall assume and hereby does assume all and singular the covenants, agreements and obligations on the part of the party of first part to be kept, performed, and observed under and by virtue of a certain indenture of

lease bearing date October 1, 1895 whereby the Railroad of the party of the first part together with other Railroads were demised to the Illinois Central Railroad Company for the term of 99 years then next ensuing and also under and by virtue of a certain indenture in the nature of a mortgage or deed of trust bearing date January 1, 1896 by and between The Illinois Central Railroad Company as party of the first part; the United States Trust Company of New York as Trustee and party of the second part and the St. Louis, Alton and Terre Haute Railroad Company and The Belleville and Southern Illinois Railroad Company as the parties of the third part. Reference is hereby made to said last two mentioned indentures and their record for a complete exposition of the rental obligations thereby created in favor of the preferred stockholders of the party of the first and the said party of the second part hereby covenants and agrees that said obligations shall be faithfully performed carried out and discharged so far as the same are applicable to either of the parties hereto.

But it is expressly agreed between the parties hereto that The Belleville and Southern Illinois Railroad Company shall have no lien, charge nor claim for the payment of said bonds, principal or interest upon the railway property corporate rights or franchises hereby sold and conveyed but that every interest, lien, charge or claim of said mentioned Railroad Company in or upon said property corporate rights and franchises shall be forever waived, barred and ex-
51 tinguished upon this conveyance. And the said party of the first part hereby covenants with the party of the second part its successors and assigns that it the party of the first part and every corporation or person having or lawfully or equitably claiming any estate, right, title or interest in or to the above granted premises will on demand at any and all times hereafter make and execute and deliver all such further assurances for the further or more perfect or satisfactorily assuring and confirming all or any part of the said premises unto the said party of the second part its successors or assigns as by it or them shall be reasonably required.

In Witness Whereof the said parties of the first and second parts have caused these presents to be signed executed acknowledged and delivered in their names and behalf by their respective Presidents and their corporate seals attested by their respective Secretaries to be hereto affixed on the day and year first above written in duplicate.

THE BELLEVILLE AND SOUTHERN ILLINOIS RAILROAD COMPANY,
By J. C. WELLING, *Vice-President.*

Attest: A. G. HACKSTAFF, *Secretary.*

[CORPORATE SEAL.]

THE ST. LOUIS, ALTON AND TER-E HAUTE RAILROAD COMPANY,
By STUYVESANT FISH, *President.*

Attest: W. G. BRUEN, *Secretary.*

STATE OF ILLINOIS, *County of Cook, ss:*

I, David W. Ross, a Notary Public, in and for said County and State do hereby certify that John C. Welling, Vice-President of the above named Belleville and Southern Illinois Railroad Company and Alexander G. Hackstaff, Secretary of the said corporation severally personally known to me to be the same persons whose names are severally subscribed to the foregoing instrument as such Vice President and Secretary respectively and to be respectively such Vice President and Secretary appeared before me this day in person and severally acknowledged that they signed, sealed and delivered the said instrument as the free and voluntary act of said corporation and he, the said John C. Welling as his own free and voluntary act as such Vice President and he the said Alexander G. Hackstaff as his own free and voluntary act as such Secretary for the uses and
52 purposes therein set forth.

Given under my hand and Official Seal this 14th day of September A. D. 1897.

DAVID W. ROSS,
Notary Public.

[NOTARIAL SEAL.]

STATE OF ILLINOIS, *County of Cook, ss:*

I, David W. Ross, a Notary Public in and for said County and State do hereby certify that Stuyvesant Fish, President of the above named The St. Louis, Alton and Terre Haute Railroad Company and William G. Bruen, Secretary of the said corporation severally personally known to me to be the same persons whose names are severally subscribed to the foregoing instrument as such President and Secretary, respectively and to be respectively such President and Secretary, appeared before me this day in person and severally acknowledged that they signed sealed and delivered the said instrument as the free and voluntary act of said corporation and he the said Stuyvesant Fish, as his own free and voluntary act as such President, and that he the said William G. Bruen, as his own free and voluntary act as such Secretary for the uses and purposes therein set forth.

Given under my hand and Official Seal this 14th day of September, A. D. 1897.

DAVID W. ROSS,
Notary Public.

[NOTARIAL SEAL.]

Filed for record, October 28th A. D. 1897 at 10:30 o'clock, a. m.

STATE OF ILLINOIS, *St. Clair County, ss:*

I, Herman B. Roewe, Recorder of Deeds in and for said County of St. Clair and State of Illinois, do certify the foregoing to be a true and correct copy of Agreement from St. Louis, Belleville and Southern to St. Louis, Alton and Terre Haute R. R. as the same appears of record in my office in Belleville Book 252, page 281, of said St. Clair County Records. And I further certify that I am the custodian of said Records.

In testimony whereof, I hereunto set my hand and affix the seal of said office, in Belleville Illinois, this 27th day of January, A. D. 1905.

HERMAN B. ROWE,
Recorder,
[SEAL.] By —— -——, *Deputy.*

Endorsed: Filed August 20, 1905. Daniel Hogan Clerk. By A. S. Hamilton, Deputy.

53 EXHIBIT C.

This supplemental Indenture dated the fifteenth day of September A. D. 1897, by and between the St. Louis, Alton and Terre Haute Railroad Company, a corporation created and organized under and by virtue of the laws of the State of Illinois; hereinafter called the "Terre Haute Company;" party of the first part, and the Illinois Central Railroad Company, also a corporation created and organized under and by virtue of the laws of the State of Illinois, (hereinafter called the "Illinois Central Company") party of the second part.

Whereas by a certain indenture of lease dated October 1, 1895 the Terre Haute Company did grant, demise let and lease unto the Illinois Central Company for the term of ninety-nine years from the said first day of October 1895, the line of railroad of the Terre Haute Company and certain other lines of railroad leased to and in possession of the Terre Haute Company (hereinafter called the Terre Haute leased lines) namely the railroads of the Belleville and Southern Illinois Railroad Company, The Belleville and El-rado Railroad Company, The Belleville and Carondelet Railroad Company, The St. Louis Southern Railroad Company, The Carbondale and Shawneetown Railroad Company and the Chicago, St. Louis and Paducah Railway Company.

And Whereas, since the date of the said Indenture of lease the Terre Haute Company with the consent of the Illinois Central Company has become the owner and seized in fee simple of all the said other lines of railway under and by virtue of certain deeds of conveyance thereof as follows:

Of the Belleville and the Southern Illinois Railroad by deed dated September 10, 1897, of the Belleville and Eldorado Railroad by deed dated September 10, 1897, of the Belleville and Carondelet Railroad by deed dated September 10, 1897, of the St. Louis Southern Railroad by deed dated September 10, 1897, of the Carbondale and Shawneetown Railroad by deed dated September 10, 1897, and of the Chicago, St. Louis and Paducah Railway by deed dated September 10, 1897.

And Whereas in consideration of the conveyance in fee simple of said Railroads the Terre Haute Company has assumed certain series of first mortgage bonds of said leased lines, aggregating
54 $3,503,000. par value secured by first mortgages on said respective railroads and has also assumed certain series of sec-

ond mortgages or consolidated or income bonds, of said leased lines, aggregating $1,855,000 par value secured by second mortgage lien thereon.

And Whereas in and by said indenture of lease of October 1, 1895, the Illinois Central Company covenanted and agreed to pay and discharge all rents, expenses, claims, and demands whatsoever arising out of the maintenance, management and operation of the railroads and properties of the Terre Haute Company, and its leased lines, which covenant and agreement included the rental obligations of the Terre Haute Company in respect of its said leased lines.

And Whereas, in and by said indenture of lease October 1, 1895 the Illinois Central Company further covenanted and agreed to pay as additional rent the interest falling due during the continuance of said lease on the outstanding bonds of the Terre Haute Company and of the Belleville and Southern Illinois Railroad Company, or any bonds, issued in renewal or extension thereof, and any other bond of either of said Companies which might be issued with the consent of the Illinois Central Company, and covenanted and agreed upon the maturity of any of said bonds to cause the same to be extended or renewed at the rate of interest not greater than the rate already payable thereon or to cause the same to be taken up or paid or exchanged for the bonds, all as will more full- appear by said lease of October 1, 1895, to which and the record thereof reference is made for its terms and provsions:

And Whereas, first mortgage bonds of the Terre Haute Company amounting in the aggregate to $2,500,000 par value, and bearing interest at the rate of five per cent. per annum, will become due and payable on the first day of June, 1898, and first mortgage bonds of the said The Belleville and Southern Illinois Railroad Company amounting in the aggregate to 998,000 par value and bearing interest at the rate of eight per cent. per annum, became due and payable on the first day of October, 1896 but were extended for one year until the first day of October 1897, with interest during such extended period at the rate of five per cent. per annum, and are now unpaid; and first mortgage bonds of the said The Chicago, St. Louis and Paducah Railway Company amounting in the aggregate to the sum of $1,000,000 par value, and bearing interest at the rate
55 of five per cent. per annum, became due and payable on the first day of September, 1897, and are now unpaid;

And Whereas, it is necessary to pay or fund said bonded indebtedness of the said Terre Haute Company and of said leased lines so assumed by it, and to fund the obligation of the Illinois Central Company in respect of said indenture of lease of October 1, 1895, and the Terre Haute Company is unable to obtain or borrow the funds necessary for such purpose or to fund said indebtedness at any advantageous rate of interest and such funding is necessary to protect and preserve said leasehold of the Illinois Central Company under the indenture of October 1, 1895;

And Whereas the Illinois Central Company has heretofore acquired various bonds and shares of Capital Stock of the said Terre Haute Company, and of said leased lines, and has deposited the same under

a certain deed of trust and mortgage, dated January 1, 1896, executed by the Illinois Central Company, of the first part, the United States Trust Company of New York, of the second part, and said Terre Haute Company, and the Belleville and Southern Illinois Railroad Company of the third part, to secure an authorized issue of $15,000,000 of bonds as will more fully appear by said deed of trust and mortgage of January 1, 1896, to which and the record thereof reference is made for its terms and provisions;

And Whereas the parties hereto, in consideration of this indenture, and for other considerations, have executed simultaneously herewith to the said United States Trust Company of New York, a supplemental deed of trust and mortgage bearing the date hereof, viz: September 15, 1897, to further secure said authorized issue of $15,000,000 of bonds as will more fully appear by said deed of trust and mortgage to which and the record thereof reference is made for its terms and provisions;

And Whereas, 33,907 shares of the Capital Stock of the Terre Haute Company and all the shares of the Capital Stock of the Belleville and Southern Illinois Railroad Company have been deposited and pledged under said deed of trust and mortgage of January 1, 1896;

Now therefore, this Indenture Witnesseth, that the said The St. Louis, Alton, and Terre Haute Railroad Company, for and in consideration of the premises, and of the rents and covenants, hereinafter reserved and contained on the part of the Illinois Central
56 Company, to be paid, kept and performed, has granted, demised, let and leased and does by there presents grant, demise, let and lease unto the said Illinois Central Company its successors and assigns, all and singular the railroad premises and property of it, the Terre Haute Company, situated, lying and being in the State of Illinois originally owned or demised and conveyed to the Terre Haute Company as aforesaid, and of which it is now seized being the railroad extending from East St. Louis to Belleville in the County of St. Clair and including the terminals of East St. Louis, also the railroad formerly of the Belleville and Southern Illinois Railroad Company, extending from Belleville, in St. Clair County to Duquoin in Perry County, also the railroad formerly of the Belleville and Carondelet Railroad Company, extending from Belleville to a point on the Mississippi River, opposite South St. Louis by the way of East Carondelet all in the same County of St. Clair; also the railroad formerly of The St. Louis Southern Railroad Company, extending from Pickneyville in Perry County to Carbondale in Jackson County, with a branch therefrom to Murphysboro in said County, and including all the leasehold, interest and estate formerly of the St. Louis Southern Railroad Company in the Carbondale and Shawneetown Railroad; also the railroad formerly of the Carbondale and Shawneetown Railroad Company extending from Carbondale in Jackson County to Marion in Williamson County; also the railroad formerly of the Chicago, St. Louis and Paducah Railway Company, extending from Marion, in Williamson County to Brooklyn in Massac County, all of said railroads together comprising in length about 239 miles, more or

less. Together with all the branches, additions, sidings, switches, and turnouts of the said railroads and of each of them, including all lands, rails bridges, viaducts, culverts, fences, roadways, right of way, stations, offices, depots, depot grounds, workshops, machine-shops, machinery, engine-houses, freight and station houses, warehouses, elevators and other structures, now held or acquired, or hereafter to be held or acquired for use in connection with the said railroads or any of them, or the business thereof, and also all the corporate rights, privileges and franchises of it the said Terre Haute Company and all
the easements, property rights and things of whatever name
57 and nature conected with or relating to the said railroads, or
the construction, ma-tenance and use thereof, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining and all and singular the property of the Terre Haute Company, real and personal of whatever kind and description and wheresoever situated now owned or held by the Ther-e Haute Company, or which may hereafter be acquired, owned or held by it for the use of the said railroad or leased lines or otherwise, or in connection with the working, maintenance and operation of the same, and including all locomotives tenders, stationary engines, cars, trucks, push cars, hand cars and all other rolling stock and equipment, and all the tools, impliments, machinery, wood, coal, oil and other supplies now owned held or possessed by the said Terre Haute Company, or which may be hereafter owned, acquired, held or possessed by it for use in connection with the said railroad or in connection with the working maintenance, and operation of the same or either of them; and also all rights, powers, privileges and franchises now owned or possessed by or reserved to the said the Terre Haute Company in connection with the said property, railroads, leased lines, telegraph lines or otherwise or any part thereof, together with the tolls, issues and earnings, income and profits of all the said property hereby demised and each and every part thereof.

To have and to hold the said railroads, premises, property and appurtenances, together with the tolls issues, earnings income and profits thereof, unto said Illinois Central Company, its successors and assigns for its and their own proper use and benefit as lessee for the term of ninety-nine years from the first day of October in the year 1895, and the Terre Haute Company does hereby ratify, establish and confirm in all respects, the said indenture of lease dated October 1st. 1895, and the estate, right, title and interest of the Illinois Central Company thereunder except as herein expressly modified, and the Illinois Central Company during the said term shall have the sole and exclusive right, power and authority to hold, keep, use, enjoy, control, manage and operate said railroads and property, and to regulate, fix, vary, demand, collect, receive and dispose of all and every the rates, tolls, issues, earnings, income, profits, revenues and charges accrued or to accrue thereon or therefrom; the Illinois Central Com-
pany yielding and paying for all and singular said premises
58 to the Terre Haute Company, its successors and assigns, at
the time and in the manner hereinafter provided, the rents hereinafter specified, and keeping and performing all and singular

the covenants and agreements hereinafter or in said indenture of lease of October 1, 1895, set forth to be kept and performed by it, except as herein expressly modified.

This indenture further witnesseth that in consideration of the premises the Illinois Central Company covenants and agrees to advance and loan to the Terre Haute Company or cause to be
59 advanced and loaned to it, any and all sums necessary to pay and discharge the said first mortgage bonds of the Terre Haute Company and of its said leased lines, now due or hereafter to become due, amounting to $2,500,000 par value of the bonds of the Terre Haute Company, and $3,503,000 par value of the bonds of said leased lines, assumed by it and that the said Illinois Central Company shall be entitled to have certified and delivered to it for each $1,000 par value of said first mortgage bonds so paid and discharged $1080 in new bonds to be secured and issued under said deed of trust and mortgage of January 1, 1896, and said supplemental deed of trust and mortgage bearing even date and recorded herewith. The Illinois Central Company further covenants and agrees to advance or loan or cause to be advanced or loaned to the Terre Haute Company additional funds for them purposes mentioned in subdivision 2 of Article Second of said supplemental deed of trust and mortgage.

This Indenture further witnesseth that the Illinois Central Company covenants and agrees to pay as rental for said premises the interest accruing on all of the bonds which may be issued and outstanding at any time under said deeds of trust of January 1, 1896, and September 15, 1897 as aforesaid, in addition to all and singular the taxes, operating expenses, costs and damages, claims and demands whatsoever which shall or may arise out of the maintenance, management and operation of the railroad and property of the Terre Haute Company and of the said leased lines.

The Illinois Central Company also covenants and agrees to pay to the holders of the Capital Stock of the Terre Haute Company who have not deposited under said deed of trust of January 1, 1896 or may not hereafter deposit and take bonds in exchange for their stock, the sum of two and one half per cent. per annum on the par value of any and all outstanding stock during the continuance of said lease and covenants and agrees that such outstanding stock may be at any time deposited in exchange for new three per cent. bonds as in said deeds of trust provided.

This Idenfure further witnesseth that the Terre Haute Company Covenants and agrees to pay or cause to be paid to the Illinois Central Company its successors or assigns on the first day of July 1951 or at the earlier maturity of the bonds issued and to be issued under said deeds of trust or earlier termination of this lease, the
60 principal amount of any three and one half per cent. bonds issued and outstanding under said deeds of trust amounting to the authorized aggregate of ten million dollars, ($10,000,000) and that the Illinois Central Company shall have a lien and charge upon the property of the Terre Haute Company hereby leased to secure the repayment and reimbursement to it of the amount of the said bonds and shall have the right to retain and hold possession of said

property until the payment of such amount to it or its successors or assigns. The first issue of five million dollars of bonds numbered from 1 to 5,000 inclusive issued under said deeds of trust, bearing interest at the rate of three per cent. per annum shall not be payable by the said Terre Haute Company to the Illinois Central Company or its successors or assigns, but shall represent funded and additional rent payable by the Illinois Central Company under said Indenture of October 1st, 1895, under this indenture, unless the said lease of said premises to the Illinois Central Company shall be terminated for any cause whatsoever before the end of the said term of ninety-nine years in which event the said Terre Haute Company shall become bound and hereby covenants and agrees to pay to the Illinois Central Company, its successors or assigns the sum of three million five hundred thousand dollars if the lease be terminated prior to July 1, 1951, and to pay the sum of two million dollars if the lease terminated at any time after said last mentioned date and prior to July 1 1976, and the Illinois Central Company shall have a lien and charge upon said property to secure such payment and the right to retain and hold possession as aforesaid until such payment.

This indenture of lease as well as said lease of October 1, 1895 and the leasehold or other interest of the Illinois Central Company in the premises shall be subject in all respects to the prior lien of said deeds of trust of January 1, 1896 and September 15, 1897.

In Witness Whereof the partie- hereto of the first and second parts have duly caused these presents to be signed by their respective Presidents or Vice Presidents and their corporate seals to be hereto affixed, attested by their Secretaries, the day and year first above written, these presents being executed and delivered in ten counterparts or originals for convenience of record, but all constituting one instrument.

61 [CORPORATE SEAL.] THE ST. LOUIS, ALTON AND TERRE HAUTE RAILROAD COMPANY,
By J. C. WELLING, *Vice President.*

Attest:
W. G. BRUEN, *Secretary.*

Signed, sealed and delivered on behalf of the St. Louis, Alton and Terre Haute Railroad Company in the presence of
NOEL GALE,
40 *Wall Street, New York.*

[CORPORATE SEAL.] ILLINOIS CENTRAL RAILROAD COMPANY,
By STUYVESANT FISH, *President.*

Attest:
A. G. HACKSTAFF, *Secretary.*

Signed, sealed and delivered on behalf of the Illinois Central Railroad Company in the presence of
WM. D. GUTHRIE,
40 *Wall Street, New York.*

STATE OF NEW YORK, *City and County of New York, ss:*

I, Edwin F. Corey, a Notary Public in and for the City and County of New York, in the State aforesaid duly commissioned and sworn, and a Commissioner of Deeds in and for the State of New York, duly appointed and Commissioned as such by the executive authority and under the laws of the State of Illinois to take acknowledgement of Deeds, etc., to be used or recorded in said States respectively, being now duly qualified to act as such for each of said States and a resident in the said State, City and County of New York, do hereby certify that John C. Welling, Vice President of the St. Louis, Alton and Terre Haute Railroad Company and William G. Bruen, Secretary of the said Corporation severally personally known to me to be the same persons whose names are severally subscribed to the foregoing instrument as such Vice President and Secretary respectively and to be respectively such Vice President and Secretary appeared before me this day in person and severally acknowledged that they signed, sealed, executed and delivered the said instrument as the free and voluntary act of the said corporation and he the said John C. Welling as his own free and voluntary act as such Vice President and he the said William G. Bruen as his own free and voluntary act as such Secretary for the uses and purposes therein set forth.

And the said John C. Welling and William G. Bruen, being by me duly severally sworn, did depose and say that they resided in the City of Chicago, Illinois, and that he the said John C. Welling and he the said William G. Bruen are respectively the Vice President and Secretary of said The St. Louis, Alton and Terre Haute Railroad Company, the corporation described in and which executed the above instrument that they knew the corporate seal of said Corporation that the seal affixed to said instrument was such corporate seal that it was so affixed by order of the Board of Directors of said corporation and that they signed their names thereto by like order.

62

Given under my hand and seals of office this fourth day of October one thousand eight hundred and ninety seven.

[NOTARIAL SEAL.] EDWIN F. COREY,
Notary Public, City and County of New York.

[COMMISSIONER'S SEAL.] EDWIN F. COREY,
Commissioner of Deeds for the State of Illinois.

STATE OF NEW YORK *City and County of New York, ss:*

I, Edwin F. Corey, a Notary Public in and for the City and County of New York, in the State aforesaid duly commissioned and sworn and a commissioner of Deeds in and for the State of New York, duly appointed and commissioned as such by the executive authority and under the laws of the State of Illinois to take acknowledgement of deeds etc., to be used and recorded in said State respectively, being now duly qualified to act as such for each of said States and a resident in the said State, City and County of New York, do hereby certify that Stuyvesant Fish, President of the Illinois Central Railroad Company and Alexander G. Hackstaff, Secretary

of said corporation severally known to me to be the same persons whose names are severally subscribed to the foregoing instrument as such President and Secretary, respectively and to be respectively such President and Secretary appeared before me this day in person and severally acknowledged that they signed, sealed, executed and delivered the said instrument as the free and voluntary act of the said corporation and he the said Stuyvesant Fish, as his own free and voluntary act as such President, and he the said Alexander G. Hackstaff, as his own free and voluntary act as such Secretary, for the uses and purposes therein set forth.

And the said Stuyvesant Fish, and Alexander G. Hackstaff, being by me severally duly sworn did depose and say that he the said Stuyvesant Fish resided in the City of New York, N. Y.
63 and that he the said Alexander G. Hackstaff resided in the City of Morristown, New Jersey, *and* that he the said Stuyvesant Fish, and he the said Alexander G. Hackstaff are respectively the President and Secretary of the said Illinois Central Railroad Company, the corporation described in and which executed the above instrument, that they *knew* the corporate seal of said corporation that the seal affixed to said instrument was such corporate seal, that it was so affixed by order of the Board of Directors of said corporation and that they signed their names thereto by like order.

Given under my hand and Seals of Office this fourth day of October one thousand eight hundred and ninety seven.

[NOTARIAL SEAL.] EDWIN F. COREY,
Notary Public, City and County of New York.

[COMMISSIONER'S SEAL.] EDWIN F. COREY,
Commissioner of Deeds for the State of Illinois.

STATE OF NEW YORK *City and County of New York, ss:*

I, Henry D. Purroy, Clerk of the City and County of New York, and also clerk of the Supreme Court for the said City and County the same being a Court of Record do hereby certify that Edwin F. Corey whose name is subscribed to the certificate of the proof or acknowledgement of the annexed instrument and thereon written was at the time of taking such proof or acknowledgement a Notary Public in and for the City and County of New York, dwelling in the said City, commissioned and sworn and duly authorized to take the same. And further that I am well acquainted with the handwriting of such Notary and verily believe that the signature to the said certificate of proof or acknowledgement is genuine. I further certify that said instrument is executed and acknowledged according to the law of the State of New York.

In Testimony Whereof I have hereunto set my hand and affixed the seal of the said Court and County the fourth day of October, 1897.

[NEW YORK COUNTY COURT SEAL.]

HENRY D. PURROY, *Clerk.*

Filed for Record October 11th, 1897 at 8:30 o'clock A. M.

64 STATE OF ILLINOIS, *St. Clair County, ss:*

I, Herman B. Roewe, Recorder of Deeds in and for said County of St. Clair and State of Illinois, do certify the foregoing to be a true and correct copy of Supplemental lease from St. Louis, Alton and Terre Haute R. R. to Illinois Central R. R. Co., as the same appears of record in my office in Belleville Book 234, page 621, of said St. Clair County Records. And I further certify that I am the custodian of said Records.

In testimony whereof, I hereunto set my hand and affix the seal of said office, in Belleville, Illinois, this 27th day of January, A. D. 1905.

[SEAL.] HERMAN B. ROEWE, *Recorder,*
By —— ——, *Deputy.*

65 EXHIBIT D.

X-15137. Contract 7788.

This Indenture made this Seventeenth day of February, A. D. One Thousand nine hundred and four (1904) by and between the St. Louis, Alton and Terre Haute Railroad Company, hereinafter called the Terre Haute Company, party of the first part and the Illinois Central Railroad Company, party of the second part, witnesseth:

That Whereas the party of the first part, by indenture on the first day of October 1895 and by supplement indenture on the fifteenth day of September, 1897, demised to the party of the second part the railway property, corporate rights and franchises hereinafter conveyed for the term of ninety-nine years, from and after the first day of October 1895, and the party of the second part is now in possession of and operating the said demised railroad under the said lease in connection with or extension of its own railway lines, the said railroad hereinafter conveyed connecting with the railroad of the party of the second part:

And Whereas, it has been mutually agreed between the parties hereto that the party of the first part should sell and convey all its remaining right, title, interest and estate in and to said railway property, corporate rights and franchises of the party of the first part to the party of the second part its successors and assigns and receive in payment therefor the sum of Two Million Three Hundred and Forty two Thousand Seven hundred and ninety Dollars ($2,342,790) and

Whereas, by the said supplemental indenture dated September 15th 1897 the party of the first part covenanted to pay or cause to be paid to the party of the second part, its successors and assigns on the first day of July, 1951, or at the earlier maturity of the bonds issued under the deeds of trust dated January 1st, 1896 and September 15th, 1897, commonly known as the St. Louis Division Mortgage and Supplemental Mortgage respectively to both of which said mortgages the parties of this instrument were also parties: or earlier termination of the said lease dated September 15, 1897 the

principal amount of any three and one half per cent. bonds issued and outstanding under said deeds of trust amounting to the
66 authorized aggregate of Ten Million Dollars, ($10,000,000) and the party of the second part was granted a lien and charge upon the property of the party of the first part thereby leased to secure the repayment and reimbursement to it of the amount of the said bonds and the right to retain and hold possession of the said property until the payment of such amount to the party of the second part or its successors and assigns and it was further provided that in case the said lease of said premises to the party of the second part should be terminated for any cause whatsoever before the end of the said term of ninety-nine years, the party of the first part should become bound and thereby covenanted and agreed to pay to the party of the second part its successors and assigns the sum of Three Million Five Hundred Thousand Dollars, ($3,500,000) if the said lease should be terminated prior to July first 1951, and the party of the second part was granted a lien and charge upon said property to secure such payment and the right to retain and hold possession until such payment was made;

And Whereas, it is the intent of the parties hereto to terminate the said lease and thereby to mature the obligations of the party of the first part hereinbefore recited and provided to take effect upon the termination of the said lease the parties hereto further intending that the effect of this conveyance shall be conditioned upon the maturity of the said obligation or so much thereof as shall equal the said consideration of Two Million Three Hundred and Forty-two Thousand Seven Hundred and Ninety Dollars, ($2,342,790) and that the said consideration shall be payable only as a credit upon the said obligations so becoming matured and effective; and that otherwise this conveyance shall be of no effect.

Now Therefore for and on account of the consideration aforesaid the receipt of which is hereby acknowledged the party of the first part hereby grants, bargains, sells, assigns, transfers and conveys to the party of the second part, its successors and assigns forever all the Railway Property, corporate rights and franchises so heretofore leased and next hereinafter described, and all the remaining right, title, interest and estate of the party of the first part therein, viz:

The Railroad Premises and property of it The Terre Haute Company situated lying and being in the State of Illinois, originally owned by or demised and conveyed to The Terre Haute Com-
67 pany and of which it is now seized, being the railroad extending from East St. Louis to Belleville in the County of St. Clair and including the terminals of East St. Louis; also the railroad formerly of the Belleville and Southern Illinois Railroad Company, extending from Belleville in St. Clair County to Duquoin in Perry County; also the railroad formerly of the Belleville and Eldorado Railroad Company, extending form Duquoin in Perry County to Eldorado in Saline County; also the Railroad formerly of the Belleville and Carondelet Railroad Company extending from Belleville to a Point on the Mississippi River opposite South St. Louis,

by way of East Carondelet, all in the County of St. Clair also the Railroad formerly of the St. Louis Southern Railroad Company extending form Pickneyville in Perry County to Carbondale in Jackson County, with a branch therefrom to Murphysboro in said County and including all the lease hold, interest and estate formerly of the St. Louis Southern Railroad Company in the Carbondale and Shawneetown Railroad; also the Railroad formerly of the Carbondale and Shawneetown Company, extending from Carbondale in Jackson County to Marion in Williamson County, also the Railroad formerly of the Chicago, St. Louis and Paducah Railway Company, extending from Marion in Williamson County to Brooklyn in Massac County all of said Railroads together comprising in length about 239 miles more or less, together with all the branches, additions, sidings, switches, and turnouts of the said Railroads and of each of them including all lands, rails, bridges, viaducts, culverts, fences, roadways, rights of way, stations, offices, depots, depot grounds, workshops, machine shops, machinery, engine houses, freight and station houses, warehouses, elevators, and other structures now held or acquired or hereafter to be held or acquired for use in connection with said railroads or any of them or the business thereof and also all the corporate rights, privileges and franchises of it the said Terre Haute Company and all the easements, property rights and things of whatsoever name and nature connected with or relating to the said Railroad or to the construction, maintenance of use thereof, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining and all and singular the property of the Terre Haute Company, real and personal, of whatever kind and description and wheresoever situated now owned or held by the Terre Haute Company or which may hereafter be acquired, owned or held by it for the use of said Railroad
68 or leased lines or otherwise or in connection with the working, maintenance and operation of the same and including all locomotives, tenders, stationary engines, cars, trucks, push cars, hand cars, and all rolling stock and equipment and all the tools, implements, machinery, wood, coal, oil, and other supplies now owned, held or possessed by the Terre Haute Company, or which may be hereafter owned, acquired, held of possessed by it for use in connection with the working, maintenance and operation of the same or either of them or otherwise; and all rights, powers, privileges, and franchises now owned or possessed by or reserved to the Terre Haute Company in connection with the said property, railroads, leased lines, telegraph lines or otherwise, or any part thereof; together with the tools, issues, earnings, income and profits of all of the said property hereby demised and each and every part thereof.

To Have and to Hold all and singular the above described premises and property unto the party of the second part its successors and assigns forever.

And the party of the first part covenants with the party of the second part that the party of the first part has not made, done, committed or suffered any act or acts, thing or things whatsoever, whereby or by means whereof the above mentioned and described

premises, or any part or parcel thereof, now or at any time hereafter, shall be impeached, charged or incumbered, in any manner or any way whatsoever, except incumbrances herein enumerated, to-wit:

1. A mortgage heretofore made by the Belleville and Eldorado Railroad Company, dated July 1, 1880, to Thomas Denny and William Bayard Cutting, trustees, to secure the payment of its certain corporate bonds, to the amount of $220,000 par value of principal.

2. A mortgage heretofore made by the Belleville and Eldorado Railroad Company dated August 1, 1880, to William Bayard Cutting and Thomas Denny, trustees, to secure the payment of its certain corporate second mortgage income bonds to the amount of $330,000 par value of principal.

3. A mortgage heretofore made by the Belleville and Carondelet Railroad Company dated June 1, 1883, to Robert Fulton Cutting and M. Bayard Brown, trustees, to secure the payment of certain corporate bonds to the amount of $500,000 par value of the principal.

4. A mortgage heretofore made by the St. Louis Southern Railroad Company, dated September 1st, 1886, to the Mercantile Trust Company, Trustee to secure the payments of its certain corporate bonds for the amount of $550,000. par value of principal.

69 5. A subsequent mortgage made on the same date by the St. Louis Southern Railroad Company to the Mercantile Trust Company, Trustee, to secure the payment of its certain corporate second mortgage income bonds to the amount of $525,000 par value of the principal.

6. A certain other subsequent mortgage heretofore made by The St. Louis Southern Railroad Company, dated September 1, 1894, to The Mercantile Trust Company, Trustee, to secure the payment of its certain corporate first consolidated bonds to the amount of $1,325,000.

7. A mortgage heretofore made by the Carbondale and Shawneetown Railroad Company, dated March 1st, 1887, to the Mercantile Trust Company, Trustees, to secure the payment of its certain bonds to the amount of $250,000.

8. A mortgage heretofore made by the Chicago, St. Louis and Paducah Railway Company, dated September 1, 1887, to Spencer Trask and Edward F. Leonard, Trustees, to secure the payment of its certain corporate second mortgage income bonds to the amount of $1,000,000.

9. A mortgage heretofore made by the Illinois Central Railroad Company as party of the first part, the United States Trust Company of New York, as party of the second part, and the Terre Haute Company and the Belleville and Southern Illinois Railroad Company as parties of the third part, date January 1, 1896, together with a supplemental mortgage by the Terre Haute Company as party of the first part and the Illinois Central Railroad Company, as party of the second part, and the United States Trust Company of New York as party of the third part, and John A. Stewart as party of the fourth part, dated September 15, 1897, to secure the payment of certain

corporate bonds of the Illinois Central Railroad Company, to the amount of $15,000,000 par value of the principal.

And the party of the first part further covenants with the party of the second part, its successors and assigns, that the party of the first part shall and will at any time or times hereafter, upon the reasonable request and at the proper costs and charges of the party of the second part, its successors and assigns, make, do and execute or cause or procure to be made, done and executed all and every such further and other lawful and reasonable acts, conveyances and assurances in the law for the better and more effectual vesting and confirming of their right, title and interest, now owned or hereafter acquired, in and to the property and premises hereby conveyed, or intended so to be in and to the party of the second part its successors and assigns, forever, as by the party of the second part, or its or their counsel learned in the law, shall be reasonably advised, devised or required.

It is a condition precedent of this conveyance that it shall take effect only in case the obligations of the party of the first part provided to mature upon the termination of the said lease, dated, September 15, 1897, shall be effectively matured by this instrument, or so much thereof as equals the said sum of Two Million Three Hundred and Forty-two Thousand Seven Hundred and Ninety Dollars ($2,342,790) and that the payment of the said sum shall be made by entering a credit for the said amount upon the said obligations so matured, and in case this condition shall not be fulfilled and performed, or in case this conveyance shall at any time become ineffectual, or be cancelled, rescinded or set aside, the said original lease dated October 1st, 1895, and the said supplemental lease dated September 15, 1897, and all the rights, obligations and liens created thereby shall be of full force and effect the same as if this instrument had never been made.

In Witness Whereof the parties hereto have hereunto set their hands and seals by their respective officers thereunto duly authorized the day and year first above written.

THE ST. LOUIS, ALTON AND TERRE HAUTE RAILROAD COMPANY,
JOHN C. WELLING, *Vice President.*

[CORPORATE SEAL.]

Attest:
W. B. BRUEN, *Secretary.*

ILLINOIS CENTRAL RAILROAD COMPANY,
By STUYVESANT FISH, *President.*

[CORPORATE SEAL.]

Attest:
A. G. HACKSTAFF, *Secretary.*

STATE OF ILLINOIS, *County of Cook, ss:*

Before me, Andrew P. Humburg, a Notary Public in and for the County and State aforesaid, this day personally appeared, John C. Welling, Vice President of the St. Louis, Alton and Terre Haute Railroad Company, and William G. Hackstaff, Secretary of said Company, who — both personally to me well known, and who are known to me to be the respective officers aforesaid, and acknowledged that they executed, and delivered the foregoing instrument in the name and on behalf of the last named Company as the free and voluntary act of the said Company for the uses and purposes
71 therein set forth.

Given under my hand and Notarial Seal this 17th day of February A. D. 1904.

ANDREW P. HUMBURG,
[NOTARIAL SEAL.] *Notary Public.*

STATE OF NEW YORK, *City and County of New York, ss:*

Before me, Thomas B. Clifford, a Notary Public in and for the County and State aforesaid, this day personally appeared Stuyvesant Fish, President of the Illinois Central Railroad Company, and Alexander G. Hackstaff, Secretary of said Company who are both personally to me well known and who are known to me to be the respective officers aforesaid, and acknowledged that they executed and delivered the foregoing instrument in the name and on behalf of the last named Company, and as the free and voluntary act of the said Company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this Fourteenth day of February, A. D. 1904.

THOS. B. CLIFFORD,
[NOTARIAL SEAL.] *Notary Public.*

Filed for record April 2nd, 1904, at 10:30 o'clock a. m.

STATE OF ILLINOIS, *St. Clair County, ss:*

I, Herman B. Roewe, Recorder of Deeds in and for said County of St. Clair and State of Illinois, do certify the foregoing to be a true and correct copy of Lease from St. Louis, Alton and Terre Haute Railroad Company to Illinois Central R. R. Co. as the same appears of record in my office in Belleville Book 302, page 396, of said St. Clair County Records. And I further certify that I am custodian of said Records.

In Testimony Whereof, I hereunto set my hand and affix the seal of said Office in Belleville, Illinois, this 27th day of January, A. D. 1905.

HERMAN B. ROEWE,
[SEAL.] *Recorder.*
By —— ——, *Deputy.*

Endorsed: Filed August 24, 1906. Daniel Hogan, Clerk, by A. S. Hamilton, Deputy.

72 And on the same day, to-wit: the 24th day of August, 1905, there issued out of said Clerk's office a subpœna in chancery, directed to the said Illinois Central Railroad Company, The Belleville and Southern Illinois Railroad Company, and The St. Louis, Alton and Terre Haute Railroad Company, and the United States Trust Company of New York, which was afterwards on the 22nd day of September, 1905, returned into said clerk's office by the Marshall of said district and which said subpœna, together with the return thereon, is in the words and figures following, to-wit:

73 UNITED STATES OF AMERICA,
Eastern District of Illinois, ss:

The United States of America to Illinois Central Railroad Company, The Belleville and Southern Illinois Railroad Company, The St. Louis, Alton and Terre Haute Railroad Company, and the United States Trust Company of New York, Greeting:

We command you and every of you, That you appear before our Judges of our Circuit Court of the United States of America, for the Eastern District of Illinois, at Danville, in said District, on the first Monday in the month of October next, to answer the bill of complaint of The Citizens' Savings and Trust Company this day filed in the Clerk's office of said court in said City of Danville, then and there to receive and abide by such judgment and decree as shall then or thereafter be made, upon pain of judgment being pronounced against you by default.

To the Marshal of the Eastern District of Illinois to Execute.

Witness, the Hon. Melville W. Fuller, Chief Justice of the United States of America, at Danville, aforesaid, this 24th day of August in the Year of our Lord one thousand nine hundred and Five, and of our Independence the 130th year.

[SEAL.] DANIEL HOGAN, *Clerk,*
By A. S. HAMILTON, *Deputy.*

Memorandum.

The above named defendants are notified that unless they and each of them shall enter their appearance in the Clerk's office of said Court, at Danville, aforesaid, on or before the day to which the above Writ is returnable, the complainant's bill will be taken against them as confessed, and a decree entered accordingly.

DANIEL HOGAN, *Clerk,*
By A. S. HAMILTON, *Deputy.*

74 [Endorsed:] Marshal's Civil Docket No. 17. Marshal's No. —. General No. 50. Circuit Court of the United States, Eastern District of Illinois. Citizens' Savings and Trust Co. *vs.* I. C. R. R. Co. *et al.* Chancery Subpœna. Returnable to rule day, first Monday in October A. D. 1905. Daniel Hogan, Clerk. Filed Sept. 22, at 3:50 p. m. Daniel Hogan, Clerk. By A. S. Hamilton, Deputy. —— ——, Complainant's Solicitor.

UNITED STATES OF AMERICA, *Eastern District of Illinois, ss:*

I have duly served the within chancery subpœna as follows: the Illinois Central Railroad Company by delivering a true copy of the same to L. C. Adams, ticket agent of said company at East St. Louis, Illinois, on August 25th, 1905, there being no President, Vice President, Sec'y or treasurer of said company found in my district. On the Belleville and Southern Illinois Railroad Company by delivering a true copy of the same to W. K. Murphy as director of said company, at Pinckneyville, Illinois, on September 12th, 1905, there being no President, Vice-President, Sec'y, or Treas., of said company found in my district; and on the St. Louis Alton and Terre Haute Railroad Company by delivering a true copy of the same to W. K. Murphy, as director of said company at Pinckneyville, Illinois, on September 12th., 1905, there being no President, Vice Pres., Sec'y or Treas. of said company found in my district.

The United States Trust Company of New York not found in my District.

C. P. HITCH,
United States Marshall,
By E. E. WATTS, *Deputy.*

Marshall's fees $31.80.

75 And afterwards, to-wit: on the 2nd day of October 1905 came the defendants The Belleville and Southern Illinois Railroad Company, the St. Louis, Alton and Terre Haute Railroad Company, and the Illinois Central Railroad Company, by their attorneys, and filed in said Clerk's office, each their separate plea to the jurisdiction, which pleas are in the words and figures following, to-wit:

76 In the Circuit Court of the United States for the Eastern District of Illinois. In Equity.

THE CITIZENS' SAVINGS AND TRUST COMPANY
vs.
ILLINOIS CENTRAL RAILROAD COMPANY, THE BELLEVILLE AND SOUTHERN ILLINOIS RAILROAD COMPANY, ST. LOUIS, ALTON AND TERRE HAUTE RAILROAD COMPANY, and THE UNITED STATES TRUST COMPANY OF NEW YORK.

The Belleville and Southern Illinois Railroad Company, the above named defendant, especially appearing under protest for the purpose of this plea and for no other, says that the said defendant is not an inhabitant of the Eastern District of Illinois, nor does the said defendant reside therein, but that the said defendant is a corporation organized under the laws of the state of Illinois and is an inhabitant of the northern division of the Northern District of Illinois and resides at Chicago in the Northern Division of the Northern District of Illinois where the corporate meetings of the said defendant are held and its corporate business is transacted.

Wherefore, insisting upon the exemption of the said defendant

from suit in this court the said defendant says that not this court but the Circuit Court of the United States for the Northern District of Illinois, Northern Division, has jurisdiction in the premises.

THE BELLEVILLE AND SOUTHERN
ILLINOIS RAILROAD COMPANY,
By JOHN C. WELLING, *Vice President.*

Attest:
W. G. BRUEN,
Assistant Secretary.

NORTHERN DISTRICT OF ILLINOIS,
Northern Division, County of Cook, ss:

John C. Welling being duly sworn deposes and says that he is the Vice President of the above named defendant, The Belleville and Southern Illinois Railroad Company, and that the foregoing plea is true in fact and is not interposed for delay.

Subscribed and sworn to befor- me this 27th day of September 1905.

ANDREW P. HUMBURG,
[SEAL.] *Notary Public, Cook County, Illinois.*

I hereby certify that in my opinion the foregoing plea is well founded in point of law.

77

J. M. DICKISON,
BLEWETT LEE,
JOHN G. DRENNEN,
Of Counsel for said Defendant.

Endorsed: Filed October 2nd, 1905. Daniel Hogan, Clerk.

78 In the Circuit Court of the United States for the Eastern District of Illinois. In Equity.

THE CITIZENS' SAVINGS AND TRUST COMPANY
vs.
ILLINOIS CENTRAL RAILROAD COMPANY, THE BELLEVILLE AND SOUTHERN ILLINOIS RAILROAD COMPANY, ST. LOUIS, ALTON AND TERRE HAUTE RAILROAD COMPANY, and THE UNITED STATES TRUST COMPANY OF NEW YORK.

The St. Louis, Alton and Terre Haute Railroad Company, the above named defendant, especially appearing under protest for the purpose of this plea and for no other, says that the said defendant is not an inhabitant of the Eastern District of Illinois, nor does the said defendant reside therein, but that the said defendant is a corporation organized under the laws of the State of Illinois and is an inhabitant of the Northern Division of the Northern District of Illinois, and resides at Chicago in the Northern Division of the Northern District of Illinois where the corporate meetings of the said defendant are held and its corporate business is transacted.

Wherefore, insisting upon the exemption of the said defendant from suit in this court the said defendant says that not this court but the Circuit Court of the United States for the Northern District of Illinois, Northern Division, has jurisdiction in the premises.

ST. LOUIS, ALTON AND TERRE HAUTE RAILROAD COMPANY,
By JOHN C. WELLING, *Vice President.*

Attest:
W. G. BRUEN, *Secretary.*

NORTHERN DISTRICT OF ILLINOIS,
Northern Division, County of Cook, ss:

John C. Welling being duly sworn deposes and says that he is the Vice-President of the above named defendant, the St. Louis, Alton and Terre Haute Railroad Company, and that the foregoing plea is true in fact and is not interposed for delay.

Subscribed and sworn to before me this 27th day of September, 1905.

[SEAL.] ANDREW P. HUMBURG,
Notary Public, Cook County, Illinois.

I hereby certify that in my opinion the foregoing plea is well founded in point of law.

J. M. DICKINSON,
BLEWETT LEE,
JOHN G. DRENNAN,
Of Counsel for said Defendant.

78½ [Endorsed:] In Equity. In the Circuit Court of the United States, for the Eastern District of Illinois. The Citizens' Savings & Trust Company *vs.* I. C. R. R. Co., *et al.* Plea to the jurisdiction of St. Louis, Alton & Terre Haute Railroad Company. J. M. Dickinson, Blewett Lee, John G. Drennan, of Counsel. Daniel Hogan, Clerk. Filed & entered Oct. 2, 1905.

79 In the Circuit Court of the United States for the Eastern District of Illinois. In Equity.

THE CITIZENS' SAVINGS AND TRUST COMPANY
vs.
ILLINOIS CENTRAL RAILROAD COMPANY; THE BELLEVILLE AND SOUTHERN ILLINOIS RAILROAD COMPANY; ST. LOUIS, ALTON AND TERRE HAUTE RAILROAD COMPANY; and THE UNITED STATES TRUST COMPANY OF NEW YORK.

The Illinois Central Railroad Company, the above named defendant, especially appearing under protest for the purpose of this plea and for no other, says that the said defendant is not an inhabitant of the Eastern District of Illinois, nor does the said defendant reside

therein, but that the said defendant is a corporation organized under the laws of the State of Illinois and is an inhabitant of the Northern Division of the Northern District of Illinois and resides at Chicago in the Northern Division of the Northern District of Illinois, where the corporate meetings of the said defendant are held and its corporate business is transacted.

Wherefore, insisting upon the exemption of the said defendant from suit in this court the said defendant says that not this court but the Circuit Court of the United States for the Northern District of Illinois, Northern Division, has jurisdiction in the premises.

ILLINOIS CENTRAL RAILROAD COMPANY,
By JOHN C. WELLING, *Vice President.*

Attest:
W. G. BRUNER, *Ass't Secretary.*

NORTHERN DISTRICT OF ILLINOIS,
Northern Division, County of Cook, ss:

John C. Welling being duly sworn deposes and says that he is the Vice-President of the above named defendant, the Illinois Central Railroad Company, and that the foregoing plea is true in fact and is not interposed for delay.

Subscribed and sworn to before me this 27th day of September 1905.

[NOTARIAL SEAL.] ANDREW P. HUMBURG,
Notary Public, Cook County, Ill.

I hereby certify that in my opinion the foregoing plea is well founded in point of law.

J. M. DICKINSON,
BLEWETT LEE,
JOHN G. DRENNAN,
Of Counsel for said Defendant.

80 [Endorsed]: In Equity. Circuit Court of United States for Eastern District of Illinois. The Citizens' Savings & Trust Co., Complainant, *vs.* Illinois Central Ry. Co. *et al.* Filed & entered Oct. 2, 1905. Daniel Hogan, Clerk. J. M. Dickinson, Blewett Lee, John G. Drennan, of Counsel.

81 And afterwards to-wit: on the 13th day of November 1905, came the complainant in this suit and filed in the Clerk's office, its motion to set down for argument the pleas to the jurisdiction of Belleville and Southern Illinois Railroad Company, St. Louis, Alton and Terre Haute Railroad Company, and Illinois Central Railroad Company, which motion is in the words and figures following to-wit:—

82 In the Circuit Court of the United States for the Eastern District of Illinois. In Equity.

CITIZENS' SAVINGS & TRUST COMPANY
vs.
ILLINOIS CENTRAL RAILROAD COMPANY, BELLEVILLE & SOUTHERN ILLINOIS RAILROAD COMPANY, ST. LOUIS, ALTON & TERRE HAUTE RAILROAD COMPANY, and UNITED STATES TRUST COMPANY OF NEW YORK.

Now comes the complainant in the above entitled cause, and respectfully moves this Honorable Court to set down for argument the pleas heretofore filed in said cause by the defendant, the Illinois Central Railroad Company, and by the defendant The St. Louis, Alton & Terre Haute Railroad Company, and by the defendant, The Belleville & Southern Illinois Railroad Company.

STEWART, ELIOT & WILLIAMS,
Solicitors for Complainant.

83 [Endorsed:] Circuit Court of United States for the Eastern District of Illinois. Citizens' Savings & Trust Co. Complainant, *vs.* Illinois Central Ry. Co. *et al.* Defendants. Motion to set down pleas for argument. Filed Nov. 13, 1905. Daniel Hogan, Clerk.

84 And afterwards, to-wit, on the 18th day of December, 1905, there was filed in the said clerk's office an order; which order is in the words and figures following to-wit:

85 # 50.

CITIZENS' SAVINGS & TRUST COMPANY
vs.
ILLINOIS CENTRAL RAILROAD CO. ET AL.

In Equity.

And now again come the parties to this cause, and the Court having heretofore heard the arguments of the counsel, concerning the sufficiency of the several pleas of the defendant to the jurisdiction of the Court herein, and the Court having had due consideration thereof, and being fully and sufficiently advised in the premises,

It is ordered, adjudged and decreed by the Court that the said respective pleas of the defendants herein are sufficient in law and *and* do deprive this Court of jurisdiction of the persons of the said defendant- and each of them. And the Court having looked into the bill of complaint of the complainant to determine if a local action is therein stated, doth consider, order, adjudge and decree that the facts in said bill stated and contained are insufficient in law or equity as grounds for setting aside or cancelling the several instruments

therein described or either of them, and the said suit is not local to this district, and therefore,

It is further ordered, adjudged and decreed by the Court that the said suit of the complainant be, and the same is dismissed for want of jurisdiction of this Court, and that complainant pay the costs of this suit and that execution issue therefor.

86 [Endorsed:] # 50. Equity. Decree. Filed Dec. 20, 1905. Daniel Hogan, Clerk.

87 And afterwards, to-wit: on the 20th day of December 1905, there was filed in said clerk's office an order; which order is in the words and figures to-wit:—

88 In Equity. No. 50.

CITIZENS' SAVINGS & TRUST COMPANY
vs.
ILLINOIS CENTRAL RAILROAD CO. ET AL.

And now again come the parties to this cause and the Court having heard the evidence, and arguments of counsel, upon the issues joined herein upon the pleas of the defendants to jurisdiction of the Court, and after having taken the cause under advisement, and the Court now being fully and sufficiently advised in the premises doth find, that the defendants in fact were at the time of the commencement of this suit and are inhabitants of the Northern District of Illinois.

It is therefore ordered, adjudged and decreed by the Court that the said pleas to the jurisdiction of this Court be, and the same are sustained.

And it is further ordered, adjudged and decreed by the Court that said suit of the complainant be, and the same is dismissed for the want of the jurisdiction of this Court. That complainant pay the costs of this suit and that execution issue therefor.

89 [Endorsed:] # 50. Equity. Decree. Filed Feb. 6, 1906. Daniel Hogan, Clerk.

90 And afterwards, to-wit: on the 28th day of December, 1905, came the complainant herein and filed in the office of the said clerk its motion to set aside the order dismissing the bill of complaint, which motion is in the words and figures following, to-wit:—

91 In the Circuit Court of the United States for the Eastern District of Illinois. In Equity.

No. 50.

CITIZENS' SAVINGS & TRUST COMPANY
vs.
ILLINOIS CENTRAL RAILROAD COMPANY ET AL.

Now comes the complainant in the above entitled cause, and respectfully moves this Honorable Court to set aside the order entered by said Court on the 20th day of December, 1905, dismissing complainant's bill of complaint for want of jurisdiction of this Court; and as ground for its motion to set aside said order, the complainant respectfully states:

First. That this Honorable Court erred in holding that the aforesaid suit is not a local suit and properly brought within this District.

Second. Because in entering the aforesaid order dismissing said bill of complaint for want of jurisdiction, this Court did not consider Sections 10 and 14 of the Act of Congress of March 3, 1905 establishing the Judicial District to be known as the Eastern District of Illinois, 33 Statutes at large, 992, 995: under which Sections it is specifically provided that this Honorable Court has jurisdiction of all suits, otherwise cognizable by a Circuit Court of the United States, in which the defendant is found within the Eastern District of Illinois.

Third. Because, by demanding the right to argue the merits of the bill of complaint at the hearing upon December 11th, 1905 and by so arguing the merits of said bill of complaint over complainant's objection, and by moving the Court to dismiss said bill of complaint for want of equity, the defendants have entered their general appearance in this cause and have waived all questions as to the jurisdiction of this Court over the persons of said defendants.

Fourth. Because this complainant desires an opportunity of filing replications to the pleas to the jurisdiction as filed in this cause by the Belleville & Southern Illinois Railroad Company and the St. Louis, Alton & Terre Haute Railroad Company, and of
92 denying the allegations contained in said pleas. The complainant expects to prove, and will prove, by evidence which it will offer in support of such replications, that said Belleville & Southern Illinois Railroad Company and the said St. Louis, Alton & Terre Haute Railroad Company are not residents or inhabitants of the Northern District of Illinois, as alleged in said pleas to the jurisdiction, but that said Railroad Companies are residents and inhabitants of this Eastern District of Illinois.

Wherefore, your complainant respectfully prays that the order entered by this Honorable Court on the 20th day of December, 1905 dismissing this suit for want of jurisdiction, and ordering that execution be issued against the complainant for costs of this suit be set

aside and that said pleas to the jurisdiction filed by said defendants be overruled, or, if the Court should decline so to overrule said pleas, then that the complainant be allowed to file replications denying the allegations contained in the pleas to the jurisdiction of this Court filed by the said Belleville & Southern Illinois Railroad Company and by the St. Louis, Alton & Terre Haute Railroad Company.

STEWART, ELIOT & WILLIAMS,
Solicitors for Complainant.

93 [Endorsed:] Circuit Court of United States for Eastern District of Illinois. Citizens' Savings & Trust Co. Complainant *vs.* Illinois Central Ry. Co., *et al.* Defendants. Motion to set aside order dismissing suit for want of jurisdiction. Filed Dec. 28, 1905. Daniel Hogan, Clerk.

94 And on this same day, to-wit: the 28th day of December 1905, there was filed in said clerk's office an order; which order is in the words and figures to-wit:—

95 In Equity. No. 50.

THE CITIZENS SAVINGS AND TRUST COMPANY
vs.
ILLINOIS CENTRAL RAILROAD COMPANY ET AL.

And now on this 28th. day of December comes the Complainant, by Stewart, Elliott and Williams, its solicitors, and moves the court to set aside the decree entered on the 18th day of December, 1905, dismissing the bill of complaint, of the complainant for want of jurisdiction, and the court after hearing the argument of counsel for complainant and counsel for defendants in this cause, and being sufficiently advised,

It is ordered that the motion be allowed, as to so much of said decree as dismisses the suit for want of jurisdiction and leave is hereby granted complainant to file replication to said pleas, and the court finds that at the argument of the pleas to the jurisdiction set down for argument and heard on the 11th day of December, 1905, the defendants by their counsel contended that the question of the sufficiency of the bill was in issue the same as if a demurrer to a plea had been filed. The complainant objected to any argument of the merits of the bill and contended that sufficiency of the bill was not in issue. The court suggested a doubt whether the sufficiency of the bill was in issue, but permitted the defendants' counsel to argue the question of the sufficiency of the bill in order that such argument might be considered in case the Court should conclude that the sufficiency of the bill was involved in the disposition of the pleas. Thereupon the defendants' counsel argued that the Court ought to dismiss the bill for want of equity, but no motion to that effect was made by defendants.

96 And on this same day, to-wit: the 28th day of Dec*m*eber, 1905, came the plaintiff and filed in the office of the said clerk, its separate replication to the pleas of jurisdiction of each of the defendants, the Belleville and Southern Illinois Railroad Company, the St. Louis, Alton and Terre Haute Railroad Company and the Illinois Central Railroad Company, which replications are in the words and figures following, to-wit:

97 In the Circuit Court of the United States for the Eastern District of Illinois. In Equity.

CITIZENS' SAVINGS & TRUST COMPANY
vs.
ILLINOIS CENTRAL RAILROAD COMPANY, THE BELLEVILLE & SOUTHERN ILLINOIS RAILROAD COMPANY, ST. LOUIS, ALTON & TERRE HAUTE RAILROAD COMPANY, and UNITED STATES TRUST COMPANY OF NEW YORK.

Now comes the complainant in the above entitled cause, and takes issue upon the plea filed by the defendant, the Belleville and Southern Illinois Railroad Company, in said cause, and denies that said defendant, The Belleville & Southern Illinois Railroad Co., is an inhabitant of the Northern Division of the Northern District of Illinois, and denies that the said defendant resides at Chicago in the Northern Division of the Northern District of Illinois, and states that the defendant, the Belleville & Southern Illinois Railroad Company, is an inhabitant of the Eastern District of Illinois, and that said defendant, the Belleville & Southern Illinois Railroad Company, resides within said Eastern District of Illinois.

Wherefore, complainant prays judgment in this Honorable Court upon said plea.

STEWART, ELIOT & WILLIAMS,
Solicitors for Complainant.

98 [Endorsed:] U. S. Circuit Court Eastern District of Illinois. Citizens' Savings & Trust Company, Complainant, *vs.* Illinois Central Railroad Co. *et al.*, Defendants. Replication to Plea to jurisdiction filed by Belleville & Southern Illinois Ry. Co. Filed Dec. 28, 1905. Daniel Hogan, Clerk.

99 In the Circuit Court of the United States for the Eastern District of Illinois. In Equity.

CITIZENS' SAVINGS & TRUST COMPANY
vs.
ILLINOIS CENTRAL RAILROAD COMPANY, THE BELLEVILLE & SOUTHERN ILLINOIS RAILROAD COMPANY, ST. LOUIS, ALTON & TERRE HAUTE RAILROAD COMPANY, and UNITED STATES TRUST COMPANY OF NEW YORK.

Now comes the complainant in the above entitled cause, and takes issue upon the plea filed by the defendant, the St. Louis, Alton &

Terre Haute Railroad Company, in said cause, and denies that said defendant, the St. Louis, Alton & Terre Haute Railroad Co., is an inhabitant of the Northern Division of the Northern District of Illinois, and denies that the said defendant resides at Chicago in the Northern Division of the Northern District of Illinois, and states that the defendant, the St. Louis, Alton & Terre Haute Railroad Company, is an inhabitant of the Eastern District of Illinois and that said defendant, the St. Louis, Alton & Terre Haute Railroad Company, resided within said Eastern District of Illinois.

Wherefore, complainant prays judgment in this Honorable Court upon said plea.

STEWART, ELIOT & WILLIAMS,
Solicitors for Complainant.

100 [Endorsed:] U. S. Circuit Court for Eastern District of Illinois. Citizens' Savings & Trust Company, Complainants, *vs.* Illinois Central Ry. Co. *et al.,* Defendants. Replication to plea to jurisdiction, filed by St. Louis, Alton & Terre Haute Ry. Co. Filed December 28, 1905. Daniel Hogan, Clerk.

101 In the Circuit Court of the United States for the Eastern District of Illinois. In Equity.

CITIZENS' SAVINGS & TRUST COMPANY
vs.
ILLINOIS CENTRAL RAILROAD COMPANY, THE BELLEVILLE & SOUTHERN ILLINOIS RAILROAD COMPANY, ST. LOUIS, ALTON & TERRE HAUTE RAILROAD COMPANY, and UNITED STATES TRUST COMPANY OF NEW YORK.

Now comes the complainant in the above entitled cause, and takes issue upon the plea filed by the defendant, the Illinois Central Railroad Company, in said cause, and denies that said defendant, the Illinois Central Railroad Company, is an inhabitant of the Northern Division of the Northern District of Illinois, and denies that the said defendant resides at Chicago, in the Northern Division of the Northern District of Illinois, and states that the defendant, The Illinois Central Railroad Company, resides within said Eastern District of Illinois.

Wherefore, complainant prays judgment in this Honorable Court upon said plea.

STEWART, ELIOT & WILLIAMS,
Solicitors for Complainant.

102 [Endorsed:] Circuit Court of United States for Eastern District of Illinois. Citizens' Savings & Trust Company, Complainant, *vs.* Illinois Central Ry. Co. *et al.,* Defendants. Replication to Plea to jurisdiction filed by Defendants, Illinois Central Ry. Co. Filed Dec. 28, 1905. Daniel Hogan, Clerk.

103 And afterwards to-wit: on the 7th day of March, 1906, there is filed in said clerk's office an order which order is in the words and figures following, to-wit:—

104 In the Circuit Court of the United States, for the Eastern District of Illinois. In Equity.

No. 50.

CITIZENS' SAVINGS AND TRUST COMPANY, Complainant,
vs.
ILLINOIS CENTRAL RAILROAD COMPANY, THE BELLEVILLE AND SOUTHERN ILLINOIS RAILROAD COMPANY, THE ST. LOUIS, ALTON & TERRE HAUTE RAILROAD COMPANY, and UNITED STATES TRUST COMPANY OF NEW YORK, Defendants.

It is hereby ordered that the Complainant shall have fifteen days time in which to file a certificate of evidence, and leave to file the same.

Filed March 7, 1906.
DANIEL HOGAN, *Clerk.*

105 And afterwards, to-wit: on the 10th day of March, 1906, there was filed in said Clerk's office a certificate of the evidence taken at the hearing on the pleas to the jurisdiction, which certificate of evidence is in the words and figures following, to-wit:—

106 In Equity. No. 50.

CITIZENS SAVINGS & TRUST COMPANY
vs.
ILLINOIS CENTRAL RAILROAD COMPANY ET AL.

Appearances.

Stewart, Eliot & Williams, for Complainant.
Blewet Lee, for Defendants.

W. G. Bruen, called on behalf of the Defendants, The Illinois Central Railroad Company, The Belleville & Southern Illinois Railroad Company, and The St. Louis, Alton & Terre Haute Railroad Company.

107 WILLIAM G. BRUEN, being first duly sworn was examined in chief by Mr. Lee, and testified as follows:

Q. What is your name, residence and occupation?
A. My name is William G. Bruen, Chicago, Assistant Secretary of the Illinois Central Railroad Company.
Q. Do you hold any position with the Belleville & Southern Illinois Railroad Company?

A. I am Assistant Secretary.
Q. Where is the principal office of that Company?
A. Chicago.
Q. What corporate business, if any, is transacted at that office?
A. Nothing, at present, possibly filing of State reports, although I don't think they do that, and the stock books and the corporation books.
Mr. BLAYNEY: I didn't understand.
A. The Secretary of State, you know send out two forms of reports, one trust and the other corporation reports, that is list of officers and directors, but I think they have discontinued sending that report in the last two or three years, in fact I don't think it has been sent to us.

Mr. LEE:

Q. Where were the last stockholders' meetings of the Company held?
A. In Chicago.
Q. Where were the last Directors' meetings of that Company held in the State of Illinois?
A. Chicago.
Q. Will you turn to the present by-laws of the Company?
(Witness referring to book.)
Q. Is there any provision in the first by-law in regard to the principal office of the Company?
A. "The annual meeting of the Stockholders, for the election of Directors and the transaction of general business, shall be held in the principal office of the Company in Chicago on the third Wednesday of October, in each year." Shall I read the balance of that?
108 Q. No, that is sufficient. When was that by-law adopted?
A. This annual meeting of the Stockholders, held in the City of Belleville, on Friday, October 23, 1896.
Mr. BLAYNEY: If you will read the entire by-law.
A. By-law No. 1. The Annual meeting of Stockholders for the election of Directors and transaction of general business shall be held at the principal office of the Company in Chicago, on the third Wednesday of October each year. Notice of such meeting shall be given by the Secretary by one publication thereof in some newspaper published in the City of Chicago at least ten days before the time of such meeting.

Mr. LEE:

Q. Where are the stock books of the Company kept?
A. I think I have them in Chicago.
Q. Where are the minute books kept?
A. In Chicago.
Q. Where are the account books kept?
A. In Chicago, I presume.
Q. Do you know of any other office of the Company?
A. No, I do not.

Cross-examination by Mr. BLAYNEY:

Q. Mr. Bruen, on what date did you become Assistant Secretary of the Belleville & Southern Illinois Railroad Company?

A. I will have to look that up, I don't know. I was appointed on October 29, 1897.

Q. Mr. Bruen, was the Belleville & Southern Illinois Railroad Company operating its own railroad at that time?

A. No, it was operated under a lease, it was leased in 1895, I think.

Q. To whom?

A. To the St. Louis, Alton & Terre Haute.

Q. Where are the railroad properties of the Belleville &
109 Southern Illinois Railroad Company located?

A. In St. Clair County, I suppose.

Q. As a matter of fact, Mr. Bruen, does not the railroad of the Belleville & Southern Illinois Railroad extend between Belleville, Illinois and the City of Duquoin, in Perry County?

A. Yes, that is a fact, I think, I had in mind another Company, the St. Louis, Belleville & Southern, that would make it Perry County.

Q. Belleville and Duquoin are both situated in southern portion of the State of Illinois?

A. Yes, sir.

Q. And Chicago is situated in the northern portion?

A. Yes, sir.

Q. Does the Belleville Company operate a railroad or has it any railroad property in Chicago?

A. Nothing there, I guess, except books and corporate papers.

Q. I asked if it operated any railroad, had any railroad properties?

A. No.

Q. Mr. Bruen, you think, at the time the Belleville Company was operating its property, leased to the Alton, in 1897, that their principal place—in 1897, when you became Secretary, that their principal place of business was in Chicago?

A. It was after October, 1897.

Q. What do you understand——

A. Or 6, rather, October, 1896.

Mr. LEE:

Let's get that date right.

(Question read.)

A. I will change that, October, 1896.

Mr. BLAYNEY:

Q. What do you understand by principal place of business?

A. Place where its annual meetings are held, its books and corporate papers are kept, meetings of Directors.

Q. Mr. Bruen, if the Directors and Stockholders' meetings of the Belleville Company are always held in Chicago, does that
110 constitute Chicago the principal place of business of the Belleville Company?

A. I should say so, the by-laws fix that.

Q. No, I just put the question, answer it in the form I put it.
A. Yes, I think so.
Q. Is it on that ground that you answer that the principal place of business is in Chicago?
A. I answered that because the by-laws fix the place there.
Q. Will you describe just what property, if any, was owned by the Belleville Company in Chicago in 1897?
A. I don't know of any property owned there.
Q. Did it transact any business of any kind there?
A. Yes, meetings of Stockholders and Directors held there.
Q. Outside of those meetings did it transact any corporate business?
A. Probably in our Vice-President's office books of account were maintained, entries made in them.
Q. As a matter of fact do you know that there was ever an account book of the Belleville Company kept in Chicago, of your own personal knowledge?
A. No, not of my own personal knowledge.
Q. Do you know of your own personal knowledge of any corporate business that was transacted in Chicago at any time, except the formal meetings of the Stockholders and Directors?
A. No, not of my personal knowledge.
Q. Has the Belleville Company ever collected any money in Chicago?
A. I don't know.
Q. Has it received any income or rent or anything else been paid to it in Chicago, to your personal knowledge?
A. I don't know.
Q. Where is the office of the Belleville Company in Chicago?
A. Exact location?
Q. Yes.
A. It is known probably as 1 Park Row.
111 Q. Is that the Central Station?
A. That is the Central Station.
Q. On what floor of that building is the office located?
A. Eighth floor.
Q. How would one find the office of the Belleville Company if one were to go there to look for it?
A. Well, I guess he would have to inquire around.
Q. Is there any sign of any kind to indicate the location?
A. Not of that particular company, no, there has been signs of our so called subsidiary lines but that Company isn't on.
Q. I am inquiring about the Belleville Company.
A. No.
Q. What room is it in on the eighth floor?
A. Office of the Secretary, Assistant Secretary, is room 806. The office where the books of accounts might have been kept was the Vice-president's office, on the same floor. I don't know what the number of the room is.
Q. You say books of account, but you say you don't know of your

own personal knowledge that there were books of account kept there?
A. Well, I refer to the ledger and journal.
Q. Do you know that the ledger and journal of the Belleville Company have been kept?
A. No, I don't.
Q. Where is the office of the Belleville Company on the eighth floor, what room, in this floor, of your own personal knowledge?
A. I should say Room 806.
Q. Who occupies that room, Mr. Bruen?
A. I do. It is known as the office of the Assistant Secretary.
Q. Is there any sign on that door, or anything to indicate that that is the office of the Belleville Company?
A. No, sir.
Q. Mr. Bruen, have the meetings of the Stockholders and Directors always been held in that room?
A. In one of the suite of rooms.
112 Q. I am asking as to Room 806?
A. Yes, in Room 806.
Q. You know that these Stockholders and Directors' meetings have always been held in that room?
A. Yes.
Q. Has the Belleville Company any furniture in that room?
A. No.
Q. Does it own any furniture in that room, or anywhere else in Chicago?
A. I don't believe it does.
Q. Is that room, Mr. Bruen, now as a matter of fact, not the office of the Illinois Central Railroad Company?
A. Yes, sir.
Q. It is so known in the Central Station, is it not?
A. Yes, sir.
Q. And it is not known as the office of the Belleville Company?
A. I don't imagine so to outsiders.
Q. Do you know anything, Mr. Bruen, about the assets of the Belleville Company?
A. Absolutely nothing.
Q. Is the Belleville Company in business now, Mr. Bruen?
A. I should say not, the property having passed by deed, no meetings have been held for a good many years, I don't think any books of account are maintained, or anything else.
Q. When do you understand that the Belleville Company went out of business?
A. Well, I should say with the delivery of the deed, in October, 1897.
Q. Do you understand that a company which is not in business can have a principal place of business?
A. I am not a lawyer, but I should think we could still continue to hold meetings of the last board of directors.
Q. You understand that would constitute its place of business?
A. I think so.

113 Q. Was the principal place of business of the Belleville Company always in Chicago, Illinois?

A. Not prior to October, 1896.

Q. You mean 1896 or 1897?

A. 1896.

Q. Where was it prior to that time?

A. At Belleville, Illinois.

Q. When was it changed from Belleville to Chicago, Mr. Bruen?

A. October, 1896.

Q. Was there a meeting of the stockholders held, Mr. Bruen, for the purpose of changing the place of business from Belleville to Chicago?

A. Yes, there was, by-laws were adopted at the meeting of the stockholders.

Q. I will ask you, Mr. Bruen, if that by-law doesn't merely say that the meetings of the Directors and Stockholders shall be held only at its principal place of business in Chicago, but does that by-law, as a matter of fact, locate its principal place of business in Chicago?

A. It says it shall be there.

Q. Read it now and see if it does?

A. The annual meeting of the Stockholders for the election of Directors and transaction of general business shall be held at its principal place of business in Chicago.

Q. Doesn't that merely assume that its principal place of business is in Chicago, in other words, that the by-law itself does not locate its principal place of business in Chicago?

A. It stated it shall be there.

Q. Doesn't it merely state that the meetings of the Stockholders and Directors shall be held at its principal place of business in Chicago?

A. Yes, it says that in so many words.

Q. Do you know, Mr. Bruen, whether or not there was any notice given to the Stockholders of that meeting at which that by-law

114 was adopted, which you refer to there?

A. I do not, of my own personal knowledge.

Q. That is all I want. Do you know how many votes were voted in favor of that change?

A. 10100 shares, 10100 shares, yes, 10100 shares voted in favor of the resolution.

Q. Do you know whether that is as much as two-thirds of the Stockholders?

A. Well, it was more than two-thirds of the Stockholders.

Q. Was there a certificate showing that change filed with the Recorder of Deeds of St. Clair County, and with the Secretary of State at Springfield?

Mr. LEE: We object, on the ground that the Belleville & Southern Illinois Railroad Company is incorporated under a special charter and not under the general laws of the State. The general laws of the State make provision for the change of the principal office of a company by filing papers with the Secretary of State, but there

is no such provision in the Charter of the Belleville & Southern Illinois Railroad Company. In the general law of the State in incorporation papers we are required to state where the principal office of the company is. The Charter of the Belleville & Southern Illinois Railroad Company makes no provision as to the location of the principal office. Therefore, I submit that the question is immaterial, whether or not papers were filed with the Secretary of State under the general corporation laws of the State.

Mr. BLAYNEY: If your Honor please, we contend that the Belleville & Southern Illinois Railroad Company is subject to the general provisions of the Statute of Illinois with reference to change of office.

The COURT: I will hear that, subject to the objection.

115 Mr. LEE: I desire also to make this point, that the validity of the adoption of the by-laws cannot be collaterally attacked in this way. The questions before the court are simply as to the actual location of the principal office, for the corporate business and the like. If a Stockholder or any person desires to attack the by-laws of the Company I submit it cannot be done in this collateral manner, it would have to be a direct attack on the by-law itself, in a proper proceeding for that purpose.

The COURT: Well, that question possibly raises the further question as to whether this is cross-examination or not. I don't think it is cross-examination of this witness.

Mr. BLAYNEY: If your honor please he has testified that the Belleville & Southern Illinois Railroad Company changed its office from Belleville to Chicago.

The COURT: He just simply introduced the by-law, that is all.

Mr. BLAYNEY: I am trying to find out what the by-law and record shows.

The COURT: I don't think it is cross-examination for you to attack the validity of the by-law. That you can do in chief, if you are entitled to it then. The last objection, I think, in effect raises the question whether or not this is cross-examination. I don't think it is.

Mr. BLAYNEY: In other words I would merely make him my own witness on that point.

The COURT: I suppose there is no objection to that, I have none, I hear none. The record can show that I hear it subject to objection.

116 Mr. BLAYNEY: Of course we object to the ruling that it is not cross-examination.

The COURT: Well, you can ask it that way in chief. However it is not important as to how it comes to the court. Go ahead.

Mr. BLAYNEY:

Q. Mr. Bruen, do the records in your possession show whether or not a certificate was filed with the Recorder of Deeds of St. Clair County, or with the Secretary of State at Springfield?

A. No, I find nothing here.

Q. Mr. Bruen, how many Stockholders' meetings have been held in Chicago subsequent to October, 1897?

A. Subsequent to October, 1897?

Q. Yes, or subsequent to the time when you stated that the office was changed from Belleville to Chicago.

A. Two.

Q. On what dates?

A. On September 9th, and then they met on October 20th and adjourned and the other meeting was held October 29, 1897. Two meetings held.

Q. Was there any business transacted at the meeting on September 9th?

A. Yes.

Q. What was the character of that business?

A. A memorandum of agreement of sale of the road was submitted and approved, and the deed of conveyance was submitted and approved.

Q. What business was transacted on October 20th?

A. The acts of the Directors of the previous year was submitted and approved, and the nine Directors were elected. Routine business, entirely.

Q. That was October 20th?

A. October 29th.

Q. What business was transacted on October 20th?

117 A. Stockholders meet, on motion adjourned to meet at the same place on Friday, October 29, 1897.

Q. How many Directors' meetings were held since the change?

A. Two.

Q. When were they held?

A. On November 17, 1897, and December 30, 1897.

Q. What business was transacted at those meetings?

A. On the meeting held November 17th there was simply election of officers for the ensuing year.

Q. On December 30th?

A. And the appointment of an executive committee. On December 30th the deed of conveyance dated September 10, 1897, was referred to, and resolution adopted that the action of the Vice-president and Secretary in executing the deed should be ratified and approved.

Q. Of your own personal knowledge are there any books of the Belleville Company, outside of the two minute books which you have there, and the stock book?

A. Not of my own personal knowledge.

Q. When were those books transferred from Belleville to Chicago?

A. Minute books and stock books?

Q. Yes.

A. They were in New York, I believe, before I had them.

Q. When did you receive them?

A. I can't state now, I don't know.

Q. In what shape did they come into your possession? Were they stored in boxes?

A. Yes, my recollection is that they were among other books.

Q. Where were they, and how long were they kept in those boxes?

A. They were taken out in a very few days and put in the vault.

Q. Mr. Bruen, at the present the officers of the Belleville & Southern Illinois Railroad Company, are all of them officers of the Illinois Central Railroad, Company, are they not?

A. Yes.

118 Q. You spoke about, in your direct examination, a report to the Railroad Warehouse Commission. I will ask you if, as a matter of fact, you don't know that the Belleville Company has not made a report to the Railroad and Warehouse Commission since 1897?

A. I don't know, because those reports are made in the Vice-president office, of the Illinois Central office.

Q. You don't know anything about that?

A. I don't know, if a blank comes to me, I simply refer it to them.

Mr. LEE:

Q. Mr. Bruen, is there a director or member of the last Board of Directors of the Belleville Southern Illinois Railroad Company who is not an officer in the Illinois Central Railroad Company?

A. Board of Directors?

Q. Yes.

A. Oh, yes.

Q. When these by-laws were adopted were they not adopted by a unanimous vote?

A. All the stock represented?

Q. Yes.

A. Yes.

Mr. BLAYNEY:

Q. The executive and administrative officers are also all officers of the Illinois Central Railroad Company?

A. Yes.

119 Mr. LEE:

Q. What position do you hold with the St. Louis, Alton & Terre Haute Railroad Company?

A. Secretary.

Q. Where is the principal office of that Company?

A. In Chicago.

Q. What corporate business, if any, is transacted there?

A. None at the present time.

Q. What was the last corporate business, and of what nature, transacted there?

A. I should say that the meeting, the last meeting of the Stockholders and Directors was held there.

Q. Will you turn to the present by-laws of that Company?

(Referring to large book.) Is there any by-law in relation to the location of the principal office of the Company?

A. Yes, By-law No. 1.

Q. Read it.

A. The annual meeting of Stockholders for the election of Directors and the transaction of general business, shall be held at the office of the Company in Chicago, on the Tuesday following the first Wednesday of October, in each year. Notice of such meeting shall be given by the Secretary by one publication thereof in some newspaper published in the City of Chicago at least ten days before the time of such meeting.

Q. When were those by-laws adopted?

A. At the annual meeting of the Board of Directors in the City of St. Louis, October 21, 1896,

Q. Since that time where have the Stockholders' meeting of the Company been held?

A. In Chicago.

Q. Where have the Directors' meetings of the Company in the State of Illinois been held?

A. In Chicago.

120 Q. Where have the stock books of the Company been kept?

A. In Chicago.

Q. Is there any other office, or has there been any other office of the Company, to your knowledge, except the one in Chicago, since that date?

A. No sir.

Q. Is this office in the same room as the office of the Belleville & Southern Illinois Railroad Company, about which you have testified?

A. It is.

Q. Have the Stockholders and Directors' meetings to which you refer, been held in that room?

A. In that room.

Cross-examination by Mr. BLAYNEY:

Q. At the time of the adoption of that by-law, in October, 1896, Mr. Bruen, did the St. Louis, Alton & Terre Haute Company have any railroad property, or did it operate any railroad properties in Chicago?

A. No.

Q. Where were the railroad properties of the St. Louis, Alton & Terre Haute?

A. In Southern Illinois, I can't tell what Counties, in Southern Illinois.

Q. Does the St. Louis, Alton & Terre Haute own any assets in Chicago?

A. Not of my own personal knowledge.

Q. Do they receive any moneys there?

A. I don't think they do.

Q. Have they received any moneys there, of your personal knowledge, since October, 1896?

A. Not of my personal knowledge.

Q. Mr. Bruen, how many principal offices, different cor-
121 porations, are in this room in which you say the office of the St. Louis, Alton & Terre Haute is?

A. That is a pretty hard question to answer.

Q. Well, to the best of your information?

A. About, probably a dozen, and more, maybe.

Q. Does the St. Louis, Alton & Terre Haute own any of the furniture in that room?

A. No sir.

Q. Illinois Central owns it all?

A. Yes sir.

Q. At the time this by-law was adopted the Illinois Central Railroad Company owned practically all the stock of the St. Louis, Alton & Terre Haute, did it not?

A. That I don't know about.

Q. To the best of your information isn't that a fact?

A. I have no knowledge, whatever, as to how much stock it held.

Q. All these railroads whose offices you have testified are in this room are subsidiary companies?

A. Subsidiary.

Q. Of the Illinois Central Railroad Company?

A. Of the Illinois Central Railroad Company.

122 Mr. LEE:

Q. What position, if any, do you hold in the Illinois Central Railroad Company?

A. Assistant Secretary, one of the Assistant Secretaries. There are two, one in New York and one in Chicago.

Q. Where is the principal office of that Company?

A. In Chicago.

Q. Where are the Stockholders' meetings of that Company held?

A. In Chicago.

Q. Where are the Directors' meetings of that Company in the State of Illinois held?

A. In Chicago.

Q. Where are its stock books kept?

A. In New York—I would state there are two sets — original books of stock books, one is maintained in New York and the other in Chicago. We receive transfers of all transfers.

Q. There is a set of stock books in each office?

A. In each office.

Q. Isn't it a fact that all corporate business of the Company is transacted from that office, except some Directors' meetings in the City of New York?

A. Yes sir.

Q. Is there any by-law of the Company in relation to the location of its principal office?

A. By-law No. 1.

Q. Will you read it?

(Referring to paper).

Mr. BLAYNEY:

Q. What are you reading?

A. I am reading from a certified copy of the Illinois Central by-laws as amended October 15, 1902, and ratified and approved by the Stockholders on the same date.

Q. Certified by whom?

A. Certified by me as Assistant Secretary, under the seal
123 of the Corporation.

Mr. LEE:

Q. Just read that first by-law, or so much as relates to the office of the Company.

A. The annual meeting of the Stockholders for the election of Directors and the transaction of other business shall be held on the third Wednesday of October in each year, at the office of the Company in the City of Chicago.

Cross-examination waived.

124 United States Circuit Court, Eastern District of Illinois.

I, Eva Freese, do hereby certify that on the 31st day of January, A. D. 1906, I took the evidence in the foregoing case, Citizens Savings & Trust Company *vs.* Illinois Central Railroad Company, *et al.*, No. 50, in shorthand, and that the foregoing is a true and complete transcript of all the evidence introduced in said case.

EVA FREESE,
Stenographer.

Correct.
BLEWETT LEE,
Solicitor as of Record.

Chicago March 8, 1906.

125 [Endorsed:] Filed M'ch 10, 1906. Daniel Hogan Clerk.

126 And on Tuesday, February 6th, 1906, there was filed in said clerk's office an order, which order is in the words and figures following, to-wit:—

127 TUESDAY, *February* 6, 1906.

Present: Honorable Francis M. Wright, Judge.
The following proceedings were had and entered of record.

CITIZENS SAVINGS AND TRUST COMPANY
vs.
ILLINOIS CENTRAL RAILROAD COMPANY ET AL.

In Equity.

And now again come the parties to this cause and the Court having heard the evidence, and arguments of counsel upon the issues joined

herein upon the plea of the defendants to the jurisdiction of the Court, and after having taken the cause under advisement, and the court now being sufficiently and fully advised in the premises doth find, that the defendants in fact were at the time of the commencement of this suit and are inhabitants of the Northern District of Illinois.

It is therefore ordered, adjudged and decreed by the Court that the said plea- to the jurisdiction of this court be and the same are sustained.

And it is further ordered, adjudged and decreed by the court that said suit of the complainants be and the same is dismissed for the want of the jurisdiction of this court. That Complainant pay the costs of this suit and that execution issue therefor.

128 And afterwards, to-wit: on the 2nd day of March, 1906, there was filed in the said clerk's office, by the complainant, a petition for appeal to the Supreme Court of the United States, which petition is in the words and figures following, to-wit:

129 UNITED STATES OF AMERICA,
Eastern District of Illinois, ss:

In the Circuit Court of the United States for the Eastern District of Illinois. In Equity.

CITIZENS SAVINGS AND TRUST COMPANY, Complainant,
vs.
ILLINOIS CENTRAL RAILROAD COMPANY, THE BELLEVILLE AND SOUTHERN ILLINOIS RAILROAD COMPANY, ST. LOUIS, ALTON & TERRE HAUTE RAILROAD COMPANY, and THE UNITED STATES TRUST COMPANY OF NEW YORK, Defendants.

The above named complainant, conceiving itself ag-rieved by the order and decree made and entered on the 6th day of February, 1906, in the above entitled cause, dismissing the said suit because the court, in its opinion, did not have jurisdiction thereof, does hereby appeal from said order and decree to the supreme court of the United States; and having made and filed herewith, with the clerk of this court, its assignment of errors, specifying specifically and particularly each error asserted and intended to be urged in said Supreme Court of the United States in reference to said question of jurisdiction, does now pray that this its appeal from said decree dismissing this cause for want of jurisdiction, may be allowed, and said question of jurisdiction be certified to the said Supreme Court of the United States, and that a transcript of the record and proceedings and papers upon which the said order and decree was made, duly authenticated may be sent to the Supreme Court of the United States; and said appellant does hereby tender and offer a good and sufficient bond, with surety, conditioned, according to law.

Dated this second day of Marsh, 1906.

CITIZENS SAVINGS AND TRUST COMPANY,
By STEWART, ELIOT & WILLIAMS,
Its Solicitors.

The foregoing prayer for appeal is allowed as prayed.
This second day of March, 1906.

FRANCIS M. WRIGHT,
Judge of the United States District Court
of the Eastern District of Illinois.

Filed March 2, 1906.
DANIEL HOGAN, *Clerk.*

130 And on the same day, to-wit the 2nd day of March, 1906, there was filed in the said clerk's office an order, which order is in the words and figures following, to-wit:

131 UNITED STATES OF AMERICA,
Eastern District of Illinois, ss:

In the Circuit Court of the United States, the Eastern District of Illinois. In Equity.

CITIZENS SAVINGS AND TRUST COMPANY, Complainants,
vs.
ILLINOIS CENTRAL RAILROAD COMPANY, THE BELLEVILLE AND SOUTHERN ILLINOIS RAILROAD COMPANY, ST. LOUIS, ALTON & TERRE HAUTE RAILROAD COMPANY, and THE UNITED STATES TRUST COMPANY OF NEW YORK, Defendants.

Order Granting Appeal.

Now comes the complainant, in the above entitled cause, by its Solicitor, and in open cour- files herein an assignment of errors and petition for appeal to the United States Supreme Court from the decree rendered herein dismissing this cause for want of jurisdiction, and presents its bond for such appeal in the penal sum of five hundred dollars ($500.00), conditioned as required by law.

Thereupon it is ordered by the court, that such appeal be allowed as prayed, and that said bond, therefor, be approved; and it is further ordered that a citation be issued, admonishing said defendants to be and appear at said United States Supreme Court within thirty days from this date.

It is further ordered that the clerk of this court make out and certify to said Supreme Court of the United States a full, true and complete transcript of the record and all proceedings in said cause.

This second day of March, 1906.

FRANCIS M. WRIGHT,
District Judge of the United States
for the Eastern District of Illinois.

Filed March 2, 1905.
DANIEL HOGAN, *Clerk.*

132 And on the same day, to-wit: the 2nd day of March, 1906, there was filed in the office of the said clerk, by the complain-

ant herein, a bond, which bond is in the words and figures following, to-wit:

133 UNITED STATES OF AMERICA, *Eastern District of Illinois:*

CITIZENS SAVINGS AND TRUST COMPANY, Appel-ant,
vs.
ILLINOIS CENTRAL RAILROAD COMPANY ET AL., Respondents.

In Equity.

Know all men by these presents, that we, the Citizens' Savings and Trust Company, and John McClusky Blayney, Jr., are held and firmly bound unto the Illinois Central Railroad Company and the St. Louis, Alton and Terre Haute Railroad Company, and the Belleville and Souther- Illinois Railroad Company, in the full and just sum of five hundred dollars ($500.00), to be paud to the said Illinois Central Railroad Company, The Belleville and Southern Illinois Railroad Company *Railroad Company,* The St. Louis Alton and Terre Haute Railroad Company, and their successors and assigns. To which payment, well and truly to be made, we bind ourselves, and our successors and assigns.

Sealed with our seal and dated this 26th day of February A. D. 1906.

Whereas the above named Citizens Savings and Trust Company has prossecuted an appeal *in* the Supreme Court of the United States of America, to reverse a decree rendered in the above entitled suit by the United States Circuit Court for the Eastern District of Illinois:

Now therefore, the condition of this obligation is such, that if the Citizens Savings and Trust Company shall prosecute its said appeal to effect and answer all costs and damages if it shall fail to make good its plea, then this obligation to be void; otherwise the same shall be and remain in full force and virtue.

THE CITIZENS' SAVINGS AND TRUST COMPANY,
By H. B. NORRES, *Vice-President.*

Attest:
J. R. NUTT, *Secretary.*

JOHN McCLUSKY BLAYNEY, JR.

Filed, March 2, 1906.
DANIEL HOGAN, *Clerk.*

134 And on the same day, to-wit: the 2nd day of March 1906, there was filed in the office of the said clerk an assignment of errors, which assignment is in the words and figures following, to-wit:

135 UNITED STATES OF AMERICA, *Eastern District of Illinois, ss:*

In the Circuit Court of the United States for the Eastern District of Illinois. In Equity.

CITIZENS SAVINGS AND TRUST COMPANY, Complainant,

vs.

ILLINOIS CENTRAL RAILROAD COMPANY, THE BELLEVILLE AND SOUTHERN ILLINOIS RAILROAD COMPANY, ST. LOUIS, ALTON AND TERRE HAUTE RAILROAD COMPANY, and UNITED STATES TRUST COMPANY OF NEW YORK, Defendants.

Assignment of Errors.

And now on this the second day of March, 1906, comes the complainant, in the above entitled cause, and says that the order and decree in the said cause made and entered on the 6th day of February, 1906, dismissing said cause for want of jurisdiction, is erroneous and against the just rights of the complainant, for the following reasons:

(1) That from the evidence taken in open court and made part of this record, it appears that the defendant The Belleville and Southern Il-inois Railroad Company is an inhabitant of and resides within the Eastern District of Illinois, and is not an inhabitant of nor does it reside within the Northern District of Illinois.

(2) That from the evidence taken in open Court and made part of this record, it appears that the defendant The St. Louis, Alton and Terre Haute Railroad Company is an inhabitant of and resides within the Eastern District of Illinois, and is not an inhabitant of nor does it reside within the Northern District of Illinois.

(3) That it appears from the bill of complaint in this cause, that this is a suit brought to inforce "an equitable lien upon, or claim to, or to remove an incumbrance or lien or cloud upon the title to real estate" within the Eastern District of Illinois, and comes
136 within Section 8 of the Act of March 3, 1875 (18 Stat. L. 472) entitled "An act to determine the jurisdiction of Circuit Courts of the United States, and to regulate the removal of causes from State Courts, and for other purposes."

(4) That by demanding the right to argue, and by arguing the merits of the bill of complaint on the 11th day of December, 1905, in open Court, and by arguing at said place and time that the Court should dismiss said bill of complaint on its merits, the solicitor representing the defendants, Illinois Central Railroad Company, The Belleville and Southern Illinois Railroad Company and The St. Louis, Alton and Terre Haute Railroad Company, thereby entered a general appearance on behalf of said defendants, and thereby waived the right of said defendants to be sued only in the Northern District of Illinois, if any such right exists.

Wherefore, complainant prays that said order and decree of the Circuit Court of the United States for the Eastern District of Illinois, made and entered herein on the 6th day of February, 1906,

dismissing this cause for want of jurisdiction, may be reversed and the Circuit Court be directed to set aside said order and decree, and proceed with the hearing of said cause.

CITIZENS' SAVINGS AND TRUST COMPANY, *Complainant, Appellant,*
By STEWART, ELIS & WILLIAMS,
Its Solicitors.

Endorsed: In the United States Circuit Court, Eastern District of Illinois. Citizens Savings and Trust Company, Complainants *vs.* Illinois Central Ry. Co. *et al.*, Defendants. Assignments of errors. Filed March 2, 1906, Daniel Hogan, Clerk.

And afterwards, to-wit: March 2, 1906, there was filed in the office of the said Clerk, an order, which order is in the words and figures following, to-wit:

137 UNITED STATES OF AMERICA, *Eastern District of Illinois, ss:*

In the Circuit Court of the United States for the Eastern District of Illinois. In Equity.

CITIZENS SAVINGS AND TRUST COMPANY, Complainant,
vs.
ILLINOIS CENTRAL RAILROAD COMPANY, THE BELLEVILLE AND SOUTHERN ILLINOIS RAILROAD COMPANY, ST. LOUIS, ALTON AND TERRE HAUTE RAILROAD COMPANY, and UNITED STATES TRUST COMPANY OF NEW YORK, Defendants.

Certificate.

In the above entitled cause I hereby certify that the order of dismissal made and entered upon the 6th day of February, 1906, is based solely on the ground that this Court, in its opinion, has no jurisdiction in this suit. On the pleas to the jurisdiction presenting the question of jurisdiction, this suit is dismissed only for the reason above stated.

This appeal is granted solely upon the question of jurisdiction, and I hereby certify said question of jurisdiction to the Supreme Court of the United States. This certificate is made conformably to the act of Congress of March 3, 1891.

This 2d day of March, 1906.

FRANCIS M. WRIGHT,
United States District Judge, Holding the Circuit Court of the United States for the Eastern District of Illinois.

Endorsed: Filed March 2, 1906. Daniel Hogan, Clerk.

And afterwards, to-wit: on March 8, 1906, there was filed in the office of said Clerk a citation, which citation, with the acceptance thereto is in the words and figures following, to-wit:

138 The United States of America to the Illinois Central Railroad Company, The Belleville and Southern Illinois Railroad Company, and The St. Louis, Alton and Terre Haute Railroad Company, Greeting:

You are hereby cited and admonished to be and appear in the Supreme Court of the United States, at the City of Washington, thirty (30) days from and after this citation bears date, pursuant to an appeal prayed in the Circuit Court of the United States for the Eastern District of Illinois, wherein the Citizens' Savings and Trust Company is complainant in said appeal and you are defendants in said ap-eal, to show cause, if any there be, why the decree in said appeal mentioned should not be corrected, and why speedy justice should not be done to the parties aforesaid in that behalf.

Witness the Honorable Francis M. Wright, District Judge of the United States for the Eastern District of Illinois, this 2nd day of March, 1906.

FRANCIS M. WRIGHT,
District Judge of the United States for the Eastern District of Illinois.

Service of the foregoing citation is hereby accepted, this 5th day of March, 1906.

J. M. DICKINSON,
Attorney for Illinois Central Railroad Company, for the Belleville and Southern Illinois Railroad Company, and for The St. Louis, Alton and Terre Haute Railroad Company.

Endorsed: Filed March 8, 1906. Daniel Hogan, Clerk.

And on March 7, 1906, there was filed in the office of the said Clerk a præcipe for transcript of record, which præcipe is in the words and figures following, to-wit:

139 In the Circuit Court of the United States for the Eastern District of Illinois. In Equity.

CITIZENS' SAVINGS AND TRUST COMPANY, Complainant,
vs.
ILLINOIS CENTRAL RAILROAD COMPANY, THE BELLEVILLE AND SOUTHERN ILLINOIS RAILROAD COMPANY, THE ST. LOUIS, ALTON AND TERRE HAUTE RAILROAD COMPANY, and UNITED STATES TRUST COMPANY OF NEW YORK, Defendants.

To Daniel Hogan, Esquire, Clerk of said Court:—

DEAR SIR: In preparing transcript of the record and proceedings, in the above entitled cause, on the appeal of the complainant to the Supreme Court of the United States, you are hereby requested to include and set forth in said transcript the following records, matters and things, viz:

1st. Venue, style and parties, etc.
2nd. Certificate of filing, etc., and transcript of all the following proceedings, orders, decree*d*, papers and documents, viz:
3rd. Bill of complaint of Citizens' Savings and Trust Company.
4th. Subpœna to the Belleville and Southern Illinois Railroad Company, and return by Marshal*l* thereto.
5th. Subpœna to the St. Louis, Alton and Terre Haute Railroad Company, and return by Marshal*l* thereto.
6th. Subpœna to the Illinois Central Railroad Company, and return of Marshal*l* thereto.
7th. Plea to jurisdiction of Belleville and Southern Illinois Railroad Company.
8th. Plea to jurisdiction of St. Louis Alton and Terre Haute Railroad Company.
9th. Plea to jurisdiction of Illinois Central Railroad Company.
140 10th. Motion of Citizens' Savings and Trust Company to set down for argument pleas to the jurisdiction of Belleville and Southern Illinois Railroad Company, St. Louis, Alton & Terre Haute Railroad Company, and Illinois Central Railroad Company.
11th. Order of court making finding of fact as to what occurred at the hearing of the argument of the pleas to the jurisdiction, set down for argument and heard on the 11th day of December, 1905.
12th. Order of Court, entered on the 20th day of December, 1905, dismissing bill of complaint for want of jurisdiction.
13th. Motion of Citizens' Savings and Trust Company to set aside order dismissing bill of complaint.
14th. Order of Court, setting aside order entered on the 20th day of December, 1905, dismissing bill of complaint, and permitting Citizens' Savings and Trust Company to file replication to the pleas to the jurisdiction of the Belleville & Southern Illinois Railroad Company, The St. Louis, Alton and Terre Haute Railroad Company, and the Illinois Central Railroad Company.
15th. Order granting leave to file certificate of evidence.
16th. Certificate of evidence taken at the hearing on the pleas to the jurisdiction.
17th. Order of February 6th, 1906, dismissing bill of complaint for want of jurisdiction.
18th. Petition for appeal.
19th. Order granting appeal.
20th. Bond.
21st. Assignment of errors.
22nd. Judges Certificate.
23rd. Citation and acceptance of service thereof.
24th. Præcipe for transcript.

Respectfully yours,

STEWART, ELIOT & WILLIAMS,
Solicitors for Appellant.

Endorsed: Filed March, 7, 1906. Daniel Hogan, Clerk.

141 UNITED STATES OF AMERICA,
Eastern District of Illinois, ss:

I, Daniel Hogan, Clerk of the Circuit Court of the United States for the Eastern District of Illinois, do hereby certify that the above and foregoing is a true and complete transcript of the proceedings had of record, and including a certificate of the evidence taken at the hearing on the pleas to the jurisdiction, in the case of the Citizens' Savings and Trust Company *vs.* the Illinois Central Railroad Company, the St. Louis, Alton and Terre Haute Railroad Company, the Belleville and Southern Illinois Railroad Company and the United States Trust Company of New York, as the same appears from the original records and files of said court now remaining in my custody and control.

In testimony whereof, I have hereunto set my hand and affixed the *sael* of said court, at my office, in the City of Danville, in said district this 21st day of March A. D. 1906.

[Seal of the Circuit Court United States, Eastern District Illinois.]

DANIEL HOGAN, *Clerk.*

Endorsed on cover: File No. 20,150. E. Illinois C. C. U. S. Term No. 238. Citizens' Savings and Trust Company, appellant, *vs.* Illinois Central Railroad Company, Belleville & Southern Illinois Railroad Company, and St. Louis, Alton & Terre Haute Railroad Company. Filed March 26th, 1906. File No. 20,150.